



CITY COUNCIL AGENDA

City of Brainerd, Minnesota
City Hall, 501 Laurel Street, Council Chambers
Monday, October 7, 2024 @ 7:30 PM

The public is invited to attend these meetings in person

Attend by phone: 1-844-992-4726

City Council - Meeting Access Code: 2496 024 6092

Personnel and Finance Committee was October 2nd at 11:00 am

Safety and Public Works Committee at 6:45 PM - Meeting Access Code: 2487 589 4562

Meetings are broadcast on CTC ch 8, Charter ch 181, YouTube, AppleTV, Roku, and Amazon FireTV

1. **Call To Order**

2. **Roll Call**

___M. O'Day ___K. Stunek ___K. Terry___T. Stenglein ___G. Johnson ___J. Czczok___K.
Bevans ___Mayor Badeaux

3. **Pledge of Allegiance**

4. **Approval Of Agenda - Voice Vote**

5. **Consent Calendar**

NOTICE TO PUBLIC - all matters listed are considered routine by the Council and will all be enacted by one (1) motion. There will be no separate discussion of these items unless good cause is shown prior to the time the Council votes on the motion to be ADOPTED BY ROLL CALL

A. **Approval of Bills**

B. **Approval of Minutes**

C. **Department Activity Reports**

D. **Adopt Resolution MN Lawful Gambling Application Submitted by VFW 1647 for Premise Permit at the Local 218 723 Mill Ave**

E. **Authorize Letter of Support for the Northland Arboretum for the Regional Designation through the Greater Minnesota Regional Parks and Trails Commission**

F. **Approve Event/Street Closure Application - Brainerd Elks Fall Festival**

G. **Approve Event Application - Brainerd Water Tower Business After Hours**

H. **Approve Event/Street Closure - YMCA Family Monster Dash**

6. **Council Committee Reports**

A. **Personnel & Finance Committee**

1. Accept Retirement of Firefighter Josh Smith
2. Approve Resignation of Police Officer Elizabeth Gleason
3. Reclassify Jude Gregersen to CSO Position
4. Approve Resignation of Recreation Specialist Haley Blank
5. Update regarding Transit Operations Specialist Position
6. Accept Retirement of Meter Serviceworker Carl Kezar
7. Authorize Staff to begin the Hiring Process for an Apprentice Lineworker
8. Approval of 2025 Health Insurance Broker Agreement
9. Approve Flexible Spending Account Administration Contract with WEX, Inc.

B. **Safety & Public Works Committee**

1. Update on TH 210/Lum Park Pedestrian Bridge Grant Funding
2. Authorize Applications for Active Transportation (AT) and Transportation Alternatives (TA) Grants
3. Approve Sale of Transit Bus 114
4. Approve Updated Cost for Rosewood Alley Sewer Replacement
5. Direction on Sidewalk on NW 3rd Street and Jackson Street
6. Approve Final Layout, Order Feasibility Report, and SEH Amendment Request - TH 371B/Willow St Roundabout Project
7. Consider Code Violations for Paradigm Auto
8. Direction on Active Code Enforcement Cases

7. **Unfinished Business**

- A. **Accept Resignation of Jeff Grunenwald from the Planning Commission**
- B. **Accept Resignation of Jennifer Simota from the Library Board**
- C. **Accept Resignation of Tad Johnson from the Public Utilities Commission**

D. **Call for Applicants**

Mayor Recommended: (terms to expire on 12/31 of said year)
Charter Commission – 2 terms (Expire 2025) 2 terms (Expire 2026)
Transportation Advisory Committee- 2 terms (Expire 2026)
Mayor Recommended: (terms to expire on 9/7 of said year)
Economic Development Authority- 1 term (Expire 2026)
Council President Recommended: (terms expire on 12/31 of said year)
Parking Commission-- 1 term (Expire 2026) 1 term (Expire 2028)
Planning Commission --1 term (Expire 2026)

E. **Adopt Resolution to Dissolve the Parking Commission**

F. **Direct Staff to Provide Information Regarding the Brainerd Lakes Regional Airport (BLRA)**

8. **New Business**

A. **Consider Variance Request for 1306 Chicago Ave - Duplex**

B. **Direct Staff to Draft an Ordinance Pertaining to Crypto-Mining and Similar Uses**

C. **Discussion on Just for Krypto**

D. **First Reading - Proposed Ordinance 1574 - Fee Schedule**

E. **First Reading - Proposed Ordinance 1575 - Burning Restrictions**

F. **First Reading and Public Hearing - Proposed Ordinance 1576 - Annexation of 15106 Riverside Drive**

G. **Discuss Franchise Fees**

H. **Presentations to the City Council**

9. **Public Forum**

Time allocated for citizens to bring matters not on the agenda to the attention of the Council -
Time limits may be imposed

10. **Staff Reports**

(Verbal: Any Updates since Packet)

11. **Mayor's Report**

12. **Council Member Reports**

13. **Adjourn**

Visit the City's Website at www.ci.brainerd.mn.us

MISSION

"Provide high quality, cost effective public services and leadership in creating a sustainable city"

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
Vendor 0011 - ACE HARDWARE:							
327150/1							
84780	ACE HARDWARE	09/12/2024	10/09/2024	9.87	9.87	Open	N
	BOOT POLISH, ELECTRICAL TAPE	pziemer					10/09/2024
225-2120-41113	UNIFORM ALLOWANCE			6.29			
225-2120-42240	SMALL TOOLS			3.58			
327423/1							
84844	ACE HARDWARE	09/23/2024	10/09/2024	2.99	2.99	Open	N
	KEY - MMP MAINT.	pziemer					10/09/2024
230-5200-42220	REPAIR & MAINT			2.99			
327432/1							
84845	ACE HARDWARE	09/24/2024	10/09/2024	36.53	36.53	Open	N
	PRIMER, KEYS	pziemer					10/09/2024
230-5200-42220	REPAIR & MAINT			36.53			
327417/1							
84847	ACE HARDWARE	09/23/2024	10/09/2024	3.95	3.95	Open	N
	NAILS FOR POSTING TO TREES	pziemer					10/09/2024
101-2400-42210	OPERATING SUPPLIES			3.95			
327269/1							
84856	ACE HARDWARE	09/18/2024	10/09/2024	(10.14)	(10.14)	Open	N
	TABLE CLOTH REFUND	pziemer					10/09/2024
235-3100-42220	REPAIR & MAINT			(10.14)			
327449/1							
84907	ACE HARDWARE	09/24/2024	10/09/2024	22.48	22.48	Open	N
	RAINX/PEST CONTROL	pziemer					10/09/2024
225-2220-42210	OPERATING SUPPLIES			22.48			
327280/1							
85039	ACE HARDWARE	09/18/2024	10/09/2024	17.78	17.78	Open	N
	BATTERIES -ENG	pziemer					10/09/2024
401-9030-43430	MISCELLANEOUS			17.78			
327571/1							
85063	ACE HARDWARE	09/30/2024	10/09/2024	14.37	14.37	Open	N
	DRILL BITS - BUSTER PAVILLION	pziemer					10/09/2024
230-5200-42220	REPAIR & MAINT			14.37			
327632/1							
85064	ACE HARDWARE	10/02/2024	10/09/2024	53.05	53.05	Open	N
	MOP/STAPLE GUN	pziemer					10/09/2024
230-5200-42220	REPAIR & MAINT			53.05			
327646/1							
85067	ACE HARDWARE	10/02/2024	10/09/2024	8.04	8.04	Open	N
	VAC TRUCK VINYL TUBING	pziemer					10/09/2024
237-3190-42220	REPAIR & MAINT			8.04			
Total for vendor 0011 - ACE HARDWARE:				158.92	158.92		

Inv Num Inv Ref# GL Distribution	Vendor Description GRANT	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
Vendor 2670 - AMERICAN STEEL SUPPLY INC:							
122546 85068	AMERICAN STEEL SUPPLY INC PARK SIGNS, MEMORIAL BENCHES	09/23/2024 pziemer	10/09/2024	117.45	117.45	Open	N 10/09/2024
230-5200-42220	REPAIR & MAINT			117.45			
Total for vendor 2670 - AMERICAN STEEL SUPPLY INC:				117.45	117.45		
Vendor 2846 - AMERICAN WELDING-GAS INC:							
0010363425 85042	AMERICAN WELDING-GAS INC WELDING GAS CYLINDER RENTAL	09/01/2024 pziemer	10/09/2024	84.85	84.85	Open	N 10/09/2024
235-3100-43410	RENTAL EXPENSE			84.85			
Total for vendor 2846 - AMERICAN WELDING-GAS INC:				84.85	84.85		
Vendor 0041 - ANDERSON BROTHERS CONSTRU:							
35511 84807	ANDERSON BROTHERS CONSTRU QTY 1.46 HOT MIX	09/11/2024 pziemer	10/09/2024	109.50	109.50	Open	N 10/09/2024
235-3100-42220	REPAIR & MAINT			109.50			
35570 84808	ANDERSON BROTHERS CONSTRU QTY 1.5 HOT MIX	09/13/2024 pziemer	10/09/2024	112.50	112.50	Open	N 10/09/2024
235-3100-42220	REPAIR & MAINT			112.50			
35569 84809	ANDERSON BROTHERS CONSTRU QTY 1.5 HOT MIX	09/13/2024 pziemer	10/09/2024	112.50	112.50	Open	N 10/09/2024
235-3100-42220	REPAIR & MAINT			112.50			
35624 84821	ANDERSON BROTHERS CONSTRU QTY 1.08 HOT MIX	09/17/2024 pziemer	10/09/2024	81.00	81.00	Open	N 10/09/2024
235-3100-42220	REPAIR & MAINT			81.00			
Total for vendor 0041 - ANDERSON BROTHERS CONSTRU:				415.50	415.50		
Vendor 3489 - APWA-MN CHAPTER:							
833027 85036	APWA-MN CHAPTER MEMBERSHIP/DUES 2/1/24-1/31/25	10/02/2024 pziemer	10/09/2024	1,033.00	1,033.00	Open	N 10/09/2024
101-1700-43433	DUES & SUBSCRIPTIONS			1,033.00			
Total for vendor 3489 - APWA-MN CHAPTER:				1,033.00	1,033.00		
Vendor 3056 - ARFF SPECIALISTS, LLC:							

10/03/2024 01:49 PM

User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 10/07/2024 - 10/07/2024

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 3/38

Inv Num Inv Ref#	Vendor Description	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
	GL Distribution GRANT						
091924/FD							
84890	ARFF SPECIALISTS, LLC	09/19/2024	10/09/2024	4,250.00	4,250.00	Open	N
	LIVE FIRE TRNG - FIRE DEPT	pziemer					10/09/2024
225-2220-43330	PROFESSIONAL DEVELOPMENT			4,250.00			
	Total for vendor 3056 - ARFF SPECIALISTS, LLC:			4,250.00	4,250.00		
Vendor 3859 - ASL INTERPRETING SERVICES INC:							
INV-00350-A							
84834	ASL INTERPRETING SERVICES INC	09/19/2024	10/09/2024	15.64	15.64	Open	N
	INTERPRETING SERVICES	pziemer					10/09/2024
225-2120-43300	PROFESSIONAL SERVICES			15.64			
	Total for vendor 3859 - ASL INTERPRETING SERVICES INC:			15.64	15.64		
Vendor 2740 - AT&T MOBILITY:							
X10032024/FD							
85059	AT&T MOBILITY	09/25/2024	10/09/2024	344.07	344.07	Open	N
	ACCT 287312856222 FIRE DEPT 8/26-9/25	pziemer					10/09/2024
225-2220-43321	TELEPHONE			344.07			
	Total for vendor 2740 - AT&T MOBILITY:			344.07	344.07		
Vendor 4310 - AUTOSMITH SERVICE GROUP:							
19466							
84953	AUTOSMITH SERVICE GROUP	09/24/2024	10/09/2024	8,991.73	8,991.73	Open	N
	CI - BUILDOUT	pziemer					10/09/2024
225-2220-45550	CAPITAL - VEHICLES			8,991.73			
	Total for vendor 4310 - AUTOSMITH SERVICE GROUP:			8,991.73	8,991.73		
Vendor 4353 - BALLISTIC DEFENSE LLC:							
9/24/24							
84960	BALLISTIC DEFENSE LLC	09/24/2024	10/09/2024	900.00	900.00	Open	N
	729 & 715 FIREARM TRAINING	pziemer					10/09/2024
225-2120-43330	PROFESSIONAL DEVELOPMENT			900.00			
	Total for vendor 4353 - BALLISTIC DEFENSE LLC:			900.00	900.00		
Vendor 0745 - BATTERIES PLUS:							
P76361376							
84918	BATTERIES PLUS	09/30/2024	10/09/2024	11.99	11.99	Open	N
	BATTERIES	pziemer					10/09/2024
225-2120-42210	OPERATING SUPPLIES			11.99			
	Total for vendor 0745 - BATTERIES PLUS:			11.99	11.99		
Vendor 3966 - BLUE SKY TRANSIT:							

10/03/2024 01:49 PM

User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 10/07/2024 - 10/07/2024

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 4/38

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
83124							
84878	BLUE SKY TRANSIT	09/01/2024	10/09/2024	93,029.59	93,029.59	Open	N
	AUG 24 3RD PARTY SERVICES	pziemer					10/09/2024
203-9000-43401	VEHICLE REPAIRS			10,322.50			
203-9000-43440	TRANSIT SERVICE CONTRACT PY			82,707.09			
	Total for vendor 3966 - BLUE SKY TRANSIT:			93,029.59	93,029.59		

Vendor 0074 - BRAINERD GENERAL RENTAL:

177000							
84778	BRAINERD GENERAL RENTAL	09/18/2024	10/09/2024	175.00	175.00	Open	N
	LIFT RENTAL - TAKE DOWN SAFETY NETS	pziemer					10/09/2024
230-5200-42221	R&M- MILLS FIELD			175.00			
177303							
84910	BRAINERD GENERAL RENTAL	09/26/2024	10/09/2024	678.50	678.50	Open	N
	BOOM LIFT RENTAL - TREE REMOVAL	pziemer					10/09/2024
235-3100-42220	REPAIR & MAINT			678.50			
	Total for vendor 0074 - BRAINERD GENERAL RENTAL:			853.50	853.50		

Vendor 0078 - BRAINERD LAKES AREA DEV C:

SEPT 2024							
84811	BRAINERD LAKES AREA DEV C	09/18/2024	10/09/2024	3,000.00	3,000.00	Open	N
	SEPT 24 ECONOMIC DEVELOPMENT CONSULTING	pziemer					10/09/2024
295-6510-43300	PROFESSIONAL SERVICES			3,000.00			
	Total for vendor 0078 - BRAINERD LAKES AREA DEV C:			3,000.00	3,000.00		

Vendor 0296 - BRAINERD PUBLIC UTILITIES:

SEPT 24 COBRA							
84843	BRAINERD PUBLIC UTILITIES	09/17/2024	10/09/2024	75.55	75.55	Open	N
	REMIT SEPT 24 COBRA	pziemer					10/09/2024
101-0000-20850	DUE TO COMPONENT UNIT			75.55			
	Total for vendor 0296 - BRAINERD PUBLIC UTILITIES:			75.55	75.55		

Vendor 3541 - BRAINERD ROTARY:

12526							
84966	BRAINERD ROTARY	10/01/2024	10/09/2024	198.00	198.00	Open	N
	4TH QTR 2024 DUES - N.BROYLES	pziemer					10/09/2024
101-1400-43433	DUES & SUBSCRIPTIONS			198.00			
	Total for vendor 3541 - BRAINERD ROTARY:			198.00	198.00		

Vendor 4275 - BROYLES, NICK:

9/25/24							
84900	BROYLES, NICK	09/30/2024	10/09/2024	116.48	116.48	Open	N
	ICMA CONF. - REIMB MEALS	pziemer					10/09/2024

10/03/2024 01:49 PM

User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 10/07/2024 - 10/07/2024

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 5/38

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
101-1400-43330	PROFESSIONAL DEVELOPMENT			116.48			
	Total for vendor 4275 - BROYLES, NICK:			116.48	116.48		
Vendor 0102 - CANON FINANCIAL SERVICE:							
35266828							
84848	CANON FINANCIAL SERVICE	09/23/2024	10/09/2024	80.69	80.69	Open	N
	FD COPIER CONTRACT 10/1/24-10/31/24	pziemer					10/09/2024
225-2220-43331	LEASED PAYMENTS			80.69			
	Total for vendor 0102 - CANON FINANCIAL SERVICE:			80.69	80.69		
Vendor 4030 - CARR'S TREE SERVICE INC:							
07860-I							
84800	CARR'S TREE SERVICE INC	09/16/2024	10/09/2024	492.00	492.00	Open	N
	EMERALD ASH BORER TREATMENT - LIBRAR\	pziemer					10/09/2024
211-5508-43430	MISCELLANEOUS			492.00			
06575-I							
85061	CARR'S TREE SERVICE INC	09/09/2024	10/09/2024	939.72	939.72	Open	N
	KIWANIS PARK EMERALD ASH BORER TRMNT	pziemer					10/09/2024
230-5200-42220	REPAIR & MAINT			939.72			
07518-I							
85062	CARR'S TREE SERVICE INC	09/04/2024	10/09/2024	778.44	778.44	Open	N
	BANE PARK EMERALD ASH BORER TRMNT	pziemer					10/09/2024
230-5200-42220	REPAIR & MAINT			778.44			
	Total for vendor 4030 - CARR'S TREE SERVICE INC:			2,210.16	2,210.16		
Vendor 0447 - CDW GOVERNMENT, INC:							
AA5P59C							
84837	CDW GOVERNMENT, INC	09/10/2024	10/09/2024	320.48	320.48	Open	N
	APC RACK VERT CABLE ORGANIZER	pziemer					10/09/2024
101-1800-42210	OPERATING SUPPLIES			320.48			
AA5TI6C							
84838	CDW GOVERNMENT, INC	09/11/2024	10/09/2024	54.44	54.44	Open	N
	KEYBOARD QTY2 ADESSO 87KEY USB MINI	pziemer					10/09/2024
101-1800-42210	OPERATING SUPPLIES			54.44			
AA5Y39T							
84839	CDW GOVERNMENT, INC	09/12/2024	10/09/2024	420.53	420.53	Open	N
	NETWORK CABLE TRIPLITE 1000FT CAT6	pziemer					10/09/2024
101-1800-42210	OPERATING SUPPLIES			420.53			
AA42T6H							
84840	CDW GOVERNMENT, INC	09/05/2024	10/09/2024	486.68	486.68	Open	N
	HP COLOR PRINTER - TRANSIT	pziemer					10/09/2024
203-9000-42200	OFFICE SUPPLIES			486.68			

10/03/2024 01:49 PM

User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

Page: 6/38

EXP CHECK RUN DATES 10/07/2024 - 10/07/2024

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
AA63T7P							
85035	CDW GOVERNMENT, INC	09/19/2024	10/09/2024	3,177.20	3,177.20	Open	N
	ADOBE ACROBAT QTY 46	pziemer					10/09/2024
101-1800-43309	COMPUTER SUPPORT			2,991.08			
260-9020-43309	COMPUTER SUPPORT			186.12			
Total for vendor 0447 - CDW GOVERNMENT, INC:				4,459.33	4,459.33		

Vendor 0307 - CENTERPOINT ENERGY:

92166-0/SEP24/STRTS							
85072	CENTERPOINT ENERGY	09/25/2024	10/09/2024	39.70	39.70	Open	N
	8/16/24-9/17/24 STREET DEPT UTILITIES	pziemer					10/09/2024
235-3100-43380	UTILITIES			39.70			
92166-0/SEP24/PKS							
85073	CENTERPOINT ENERGY	09/25/2024	10/09/2024	39.69	39.69	Open	N
	8/16/24-9/17/24 PARKS UTILITIES	pziemer					10/09/2024
230-5200-43380	UTILITIES			39.69			
92166-0/SEP24/FD							
85074	CENTERPOINT ENERGY	09/25/2024	10/09/2024	68.43	68.43	Open	N
	8/16/24-9/17/24 FIRE DEPT UTILITIES	pziemer					10/09/2024
225-2220-43380	UTILITIES			33.82			
225-2220-43380	UTILITIES			34.61			
92166-0/SEP24/PD							
85075	CENTERPOINT ENERGY	09/25/2024	10/09/2024	17.10	17.10	Open	N
	8/16/24-9/17/24 POLICE DEPT UTILITIES	pziemer					10/09/2024
225-2120-43380	UTILITIES			17.10			
92166-0/SEP24/CH							
85076	CENTERPOINT ENERGY	09/25/2024	10/09/2024	195.14	195.14	Open	N
	8/16/24-9/17/24 CITY HALL/ANNEX UTIL	pziemer					10/09/2024
101-1940-43380	UTILITIES			165.50			
101-1940-43380	UTILITIES			29.64			
92166-0/SEP24/LIB							
85077	CENTERPOINT ENERGY	09/25/2024	10/09/2024	872.46	872.46	Open	N
	8/16/24-9/17/24 LIB UTILITIES	pziemer					10/09/2024
211-5500-43380	UTILITIES			872.46			
Total for vendor 0307 - CENTERPOINT ENERGY:				1,232.52	1,232.52		

Vendor 4301 - CENTRAL LAKES FERTILIZING:

214							
84906	CENTRAL LAKES FERTILIZING	09/24/2024	10/09/2024	6,040.00	6,040.00	Open	N
	FALL WEED/SPRAY - PARKS/LUM/COLLEGE I	pziemer					10/09/2024
400-9050-45530	CAPITAL - OTHER			6,040.00			
Total for vendor 4301 - CENTRAL LAKES FERTILIZING:				6,040.00	6,040.00		

Vendor 1343 - CHARTER COMMUNICATIONS:

10/03/2024 01:49 PM

User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 10/07/2024 - 10/07/2024

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 7/38

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
0280094091224							
84779	CHARTER COMMUNICATIONS	09/12/2024	10/09/2024	128.93	128.93	Open	N
	REDUNDANT INTERNET 9/12-10/11	pziemer					10/09/2024
101-1800-43321	TELEPHONE			128.93			
175587701092124							
84957	CHARTER COMMUNICATIONS	09/21/2024	10/09/2024	46.85	46.85	Open	N
	BUSINESS TV	pziemer					10/09/2024
225-2120-43380	UTILITIES			46.85			
	Total for vendor 1343 - CHARTER COMMUNICATIONS:			175.78	175.78		

Vendor 2220 - CITIES DIGITAL:

61027							
84826	CITIES DIGITAL	09/01/2024	10/09/2024	5,925.16	5,925.16	Open	N
	LASERFICHE ANNUAL SUPPORT 11/9/24-11/pziemer						10/09/2024
101-1800-43309	COMPUTER SUPPORT			686.52			
101-0000-15500	PREPAID EXPENSE			3,432.64			
101-0000-14100	DUE FROM COMPONENT UNIT			1,806.00			
	Total for vendor 2220 - CITIES DIGITAL:			5,925.16	5,925.16		

Vendor 0119 - CLAREY'S SAFETY EQUIPMENT:

213276							
84829	CLAREY'S SAFETY EQUIPMENT	09/13/2024	10/09/2024	10,584.58	10,584.58	Open	N
	SENSIT GAS MONITOR CALIBRATION SYSTEMpziemer						10/09/2024
225-2220-42210	OPERATING SUPPLIES			10,584.58			
	Total for vendor 0119 - CLAREY'S SAFETY EQUIPMENT:			10,584.58	10,584.58		

Vendor 4269 - COLUMN SOFTWARE:

425BB603-0059							
85047	COLUMN SOFTWARE	09/17/2024	10/09/2024	177.19	177.19	Open	N
	NOH: DTSS/SR, NUISANCES PUBLIC HEARINGpziemer						10/09/2024
401-1003-43350	LEGAL PUBLICATIONS			118.13			
101-2400-43350	PRINTING/LEGAL PUBLICATION			59.06			
425BB603-0060							
85048	COLUMN SOFTWARE	09/17/2024	10/09/2024	185.44	185.44	Open	N
	NOH: IMP 22:08 PUBLIC HEARINGpziemer						10/09/2024
401-9030-43350-22:08	LEGAL PUBLICATIONS			185.44			
425BB603-0061							
85049	COLUMN SOFTWARE	09/18/2024	10/09/2024	155.26	155.26	Open	N
	NOH: ORD 1572 OUTDOOR STORAGE 9-18-24pziemer						10/09/2024
101-2400-43350	PRINTING/LEGAL PUBLICATION			155.26			
425BB603-0063							
85050	COLUMN SOFTWARE	09/24/2024	10/09/2024	118.90	118.90	Open	N
	NOH: ORD 1573 GARAGES 9-24-24pziemer						10/09/2024
101-2400-43350	PRINTING/LEGAL PUBLICATION			118.90			

10/03/2024 01:49 PM

User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 10/07/2024 - 10/07/2024

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 8/38

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
425BB603-0035							
85054	COLUMN SOFTWARE	09/01/2024	10/09/2024	51.03	51.03	Open	N
	NOH: CUP 2410 OAK ST 5-30-24	pziemer					10/09/2024
101-2400-43350	PRINTING/LEGAL PUBLICATION			51.03			
425BB603-0036							
85055	COLUMN SOFTWARE	09/01/2024	10/09/2024	35.75	35.75	Open	N
	NOH: ORD 1566 - DISEASED TREES	pziemer					10/09/2024
101-9200-43350	LEGAL PUBLICATIONS			35.75			
425BB603-0037							
85056	COLUMN SOFTWARE	09/01/2024	10/09/2024	46.30	46.30	Open	N
	NOH: ORD 1567-1568 FEE SCHEDULE 5-30-	pziemer					10/09/2024
101-9200-43350	LEGAL PUBLICATIONS			46.30			
425BB603-0047							
85057	COLUMN SOFTWARE	09/01/2024	10/09/2024	331.60	331.60	Open	N
	ORD 1569 - VACANT BLDG REGISTRY 7-2-	pziemer					10/09/2024
101-9200-43350	LEGAL PUBLICATIONS			331.60			
	Total for vendor 4269 - COLUMN SOFTWARE:			1,101.47	1,101.47		

Vendor 4258 - CREDIT BUREAU OF ALEXANDRIA:

AUG 2024

84810	CREDIT BUREAU OF ALEXANDRIA	09/06/2024	10/09/2024	74.00	74.00	Open	N
	QTY 2 BACKGROUND CHECKS	pziemer					10/09/2024
101-0000-14100	DUE FROM COMPONENT UNIT			37.00			
225-2120-43300	PROFESSIONAL SERVICES			37.00			
	Total for vendor 4258 - CREDIT BUREAU OF ALEXANDRIA:			74.00	74.00		

Vendor 0137 - CUB FOODS - BAXTER:

TRX: 071879 - FD

84970	CUB FOODS - BAXTER	09/27/2024	10/09/2024	250.00	250.00	Open	N
	PALLET OF WATER	pziemer					10/09/2024
225-2220-42210	OPERATING SUPPLIES			250.00			
	Total for vendor 0137 - CUB FOODS - BAXTER:			250.00	250.00		

Vendor 0900 - CUB FOODS - BRAINERD:

TRX 069337

84833	CUB FOODS - BRAINERD	09/18/2024	10/09/2024	20.34	20.34	Open	N
	EMPLOYEE APPRECIATION MEAL SUPPLIES	pziemer					10/09/2024
278-6515-43430	MISCELLANEOUS			20.34			

TRX 069489

85040	CUB FOODS - BRAINERD	09/18/2024	10/09/2024	34.74	34.74	Open	N
	BBQ SUPPLIES - EMPLY APPRECIATION 20%	pziemer					10/09/2024
278-6515-43430	MISCELLANEOUS			34.74			
	Total for vendor 0900 - CUB FOODS - BRAINERD:			55.08	55.08		

Inv Num Inv Ref# GL Distribution	Vendor Description GRANT	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
Vendor 0133 - CWC RECORDER:							
24-8342 84841	CWC RECORDER CUP: BRD YMCA OAK STREET	09/16/2024 pziemer	10/09/2024	46.00	46.00	Open	N 10/09/2024
101-2400-43350	PRINTING/LEGAL PUBLICATION			46.00			
	Total for vendor 0133 - CWC RECORDER:			46.00	46.00		
Vendor 0135 - CWC TREASURER:							
7394/CH 85029	CWC TREASURER 3RD QTR 24 CITY HALL EXPENSES	09/24/2024 pziemer	10/09/2024	44.99	44.99	Open	N 10/09/2024
101-1940-42220	REPAIR & MAINT			44.99			
7394/PKS 85030	CWC TREASURER 3RD QTR 24 EXPENSES - PARKS	09/24/2024 pziemer	10/09/2024	120.00	120.00	Open	N 10/09/2024
230-5200-42220	REPAIR & MAINT			120.00			
7394/FD 85031	CWC TREASURER 3RD QTR 24 FIRE DEPT EXPENSES	09/24/2024 pziemer	10/09/2024	444.55	444.55	Open	N 10/09/2024
225-2220-42221	R&M BUILDING			444.55			
7394/LIB 85032	CWC TREASURER 3RD QTR 24 LIBRARY EXPENSES	09/24/2024 pziemer	10/09/2024	2,160.89	2,160.89	Open	N 10/09/2024
211-5500-42220	REPAIR & MAINT			2,160.89			
7407/LIB 85033	CWC TREASURER OCT 2024 SHARED SERVICES - LIBRARY	10/01/2024 pziemer	10/09/2024	675.00	675.00	Open	N 10/09/2024
211-5500-43300	PROFESSIONAL SERVICES			675.00			
7407/CH 85034	CWC TREASURER OCT 2024 SHARED SERVICES - CITY HALL	10/01/2024 pziemer	10/09/2024	7,975.00	7,975.00	Open	N 10/09/2024
101-9200-43300	PROFESSIONAL SERVICES			7,975.00			
	Total for vendor 0135 - CWC TREASURER:			11,420.43	11,420.43		
Vendor 3438 - DAHLHEIMER BEVERAGE:							
2283815 84796	DAHLHEIMER BEVERAGE JANITORIAL SUPPLIES	09/13/2024 pziemer	10/09/2024	140.40	140.40	Open	N 10/09/2024
211-5500-42220	REPAIR & MAINT			140.40			
2276810 84832	DAHLHEIMER BEVERAGE TP PARKS RESTROOMS	09/06/2024 pziemer	10/09/2024	189.50	189.50	Open	N 10/09/2024
230-5200-42220	REPAIR & MAINT			189.50			

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
Total for vendor 3438 - DAHLHEIMER BEVERAGE:				329.90	329.90		
Vendor 3954 - DALLMAN SIGNS & GRAPHICS:							
873							
84781	DALLMAN SIGNS & GRAPHICS	09/06/2024	10/09/2024	1,247.73	1,247.73	Open	N
	SQD 414 - NEW SQUAD BUILD	pziemer					10/09/2024
400-9050-45530	CAPITAL - OTHER			1,247.73			
Total for vendor 3954 - DALLMAN SIGNS & GRAPHICS:				1,247.73	1,247.73		
Vendor 1381 - DECHANTAL EXCAVATING LLC:							
4864							
84961	DECHANTAL EXCAVATING LLC	09/29/2024	10/09/2024	6,585.20	6,585.20	Open	N
	SEWER MAIN REPAIR - 13TH/12TH SE	pziemer					10/09/2024
237-3190-42220	REPAIR & MAINT			6,585.20			
4863							
84962	DECHANTAL EXCAVATING LLC	09/29/2024	10/09/2024	9,681.23	9,681.23	Open	N
	SEWER REPAIR 14TH/13TH SE	pziemer					10/09/2024
237-3190-42220	REPAIR & MAINT			9,681.23			
22:08 PAY REQ 6							
84964	DECHANTAL EXCAVATING LLC	09/30/2024	10/09/2024	560,148.32	560,148.32	Open	N
	22:08 SOUTH BRAINERD RECONS. THRU 9/30/2024	pziemer					10/09/2024
401-9030-45530-22:08	CAPITAL-PYMTS TO CONTRACTS			560,148.32			
Total for vendor 1381 - DECHANTAL EXCAVATING LLC:				576,414.75	576,414.75		
Vendor 0440 - DESTINATION DOWNTOWN BRAINERD COALI:							
SEPT 2024							
84812	DESTINATION DOWNTOWN BRAINERD COALI	09/18/2024	10/09/2024	833.34	833.34	Open	N
	SEPT 24 ECONOMIC DEVELOPMENT CONSULTING	pziemer					10/09/2024
295-6510-43300	PROFESSIONAL SERVICES			833.34			
Total for vendor 0440 - DESTINATION DOWNTOWN BRAINERD COALI:				833.34	833.34		
Vendor 2527 - DIGITAL INK DESIGN & GRAPHICS:							
35715							
84903	DIGITAL INK DESIGN & GRAPHICS	09/01/2024	10/09/2024	79.60	79.60	Open	N
	SMALL DECALS - PARKS	pziemer					10/09/2024
230-5200-42220	REPAIR & MAINT			79.60			
36041							
84904	DIGITAL INK DESIGN & GRAPHICS	09/19/2024	10/09/2024	1,130.00	1,130.00	Open	N
	SIGNS FOR BANE, JAYCEES	pziemer					10/09/2024
230-5200-42220	REPAIR & MAINT			1,130.00			
Total for vendor 2527 - DIGITAL INK DESIGN & GRAPHICS:				1,209.60	1,209.60		
Vendor 3714 - DORHOLT TILE & HOME CTR:							

10/03/2024 01:49 PM

User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

Page: 11/38

EXP CHECK RUN DATES 10/07/2024 - 10/07/2024

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
13736							
84824	DORHOLT TILE & HOME CTR	09/18/2024	10/09/2024	874.80	874.80	Open	N
	SQUAD ROOM CARPET TILES	pziemer					10/09/2024
225-2120-42220	REPAIR & MAINT			874.80			
	Total for vendor 3714 - DORHOLT TILE & HOME CTR:			874.80	874.80		

Vendor 0109 - ELECTRICAL OPTIONS LLC:

3372							
84831	ELECTRICAL OPTIONS LLC	09/01/2024	10/09/2024	663.87	663.87	Open	N
	REPAIR GREGORY FOUNTAIN PUMP	pziemer					10/09/2024
230-5200-42220	REPAIR & MAINT			663.87			
	Total for vendor 0109 - ELECTRICAL OPTIONS LLC:			663.87	663.87		

Vendor 3320 - ESSENTIA HEALTH:

890000484 - 9/3/24							
84846	ESSENTIA HEALTH	09/03/2024	10/09/2024	417.00	417.00	Open	N
	QTY 1 DOT PRE-EMPTY, QTY 2 DOT RANDOM	pziemer					10/09/2024
235-3100-43430	MISCELLANEOUS			222.00			
230-5200-43430	MISCELLANEOUS			195.00			
	Total for vendor 3320 - ESSENTIA HEALTH:			417.00	417.00		

Vendor 0170 - FASTENAL COMPANY:

MNBAX269795							
84822	FASTENAL COMPANY	09/10/2024	10/09/2024	53.70	53.70	Open	N
	BUSTER PAVILLION BUILD	pziemer					10/09/2024
400-9050-45530	CAPITAL - OTHER			53.70			
MNBAX269792							
84823	FASTENAL COMPANY	09/10/2024	10/09/2024	179.39	179.39	Open	N
	BUSTER PAVILLION BUILD	pziemer					10/09/2024
400-9050-45530	CAPITAL - OTHER			179.39			
MNBAX269452							
84916	FASTENAL COMPANY	09/01/2024	10/09/2024	14.17	14.17	Open	N
	STREET SIGN FASTENERS	pziemer					10/09/2024
235-3170-42210	OPERATING SUPPLIES			14.17			
MNBAX270014							
84917	FASTENAL COMPANY	09/23/2024	10/09/2024	22.48	22.48	Open	N
	STREET SIGN LOCKING NUTS	pziemer					10/09/2024
235-3170-42210	OPERATING SUPPLIES			22.48			
	Total for vendor 0170 - FASTENAL COMPANY:			269.74	269.74		

Vendor 2377 - GRANITE ELECTRONICS:

10/03/2024 01:49 PM

User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 10/07/2024 - 10/07/2024

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 12/38

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
2247292							
84919	GRANITE ELECTRONICS	09/24/2024	10/09/2024	110.00	110.00	Open	N
	SQD 413 & 445 - NEW SQD BUILD	pziemer					10/09/2024
400-9050-45530	CAPITAL - OTHER			110.00			
	Total for vendor 2377 - GRANITE ELECTRONICS:			110.00	110.00		
Vendor 3011 - GUARDIAN PEST CONTROL INC:							
2595124							
84803	GUARDIAN PEST CONTROL INC	09/01/2024	10/09/2024	59.00	59.00	Open	N
	MONTHLY PEST CONTROL	pziemer					10/09/2024
225-2220-42221	R&M BUILDING			59.00			
	Total for vendor 3011 - GUARDIAN PEST CONTROL INC:			59.00	59.00		
Vendor 3303 - HALVERSON, MIRANDA:							
10/2/24							
85080	HALVERSON, MIRANDA	10/02/2024	10/09/2024	17.00	17.00	Open	N
	BCA CONF. PARKING REIMB,	pziemer					10/09/2024
225-2120-43330	PROFESSIONAL DEVELOPMENT			17.00			
	Total for vendor 3303 - HALVERSON, MIRANDA:			17.00	17.00		
Vendor 0200 - HEARTLAND ANIMAL RESCUE:							
SEPTEMBER 2024							
85051	HEARTLAND ANIMAL RESCUE	09/30/2024	10/09/2024	4,529.33	4,529.33	Open	N
	SEPT 24 BOARDING/ADMIN	pziemer					10/09/2024
225-2700-43430	MISCELLANEOUS			2,610.00			
225-2700-43300	PROFESSIONAL SERVICES			1,919.33			
	Total for vendor 0200 - HEARTLAND ANIMAL RESCUE:			4,529.33	4,529.33		
Vendor 0209 - HEARTLAND TIRE INC.:							
3052135							
84920	HEARTLAND TIRE INC.	09/25/2024	10/09/2024	30.00	30.00	Open	N
	SQD 403 TIRE REPAIR	pziemer					10/09/2024
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			30.00			
	Total for vendor 0209 - HEARTLAND TIRE INC.:			30.00	30.00		
Vendor 0201 - HEARTLAND TIRE SERVICE INC:							
15027753							
85043	HEARTLAND TIRE SERVICE INC	09/01/2024	10/09/2024	65.24	65.24	Open	N
	TRUCK 108 TIRE PATCH	pziemer					10/09/2024
235-3125-42220	REPAIR & MAINT			65.24			
	Total for vendor 0201 - HEARTLAND TIRE SERVICE INC:			65.24	65.24		
Vendor 3050 - HILDI INC.:							

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
16507							
85058	HILDI INC.	09/27/2024	10/09/2024	4,200.00	4,200.00	Open	N
	ACTUARIAL VALUATION UNDER GASB 75 AT pziemer						10/09/2024
	260-9020-43300			109.20			
	101-0000-14100			1,650.60			
	101-0000-14100			609.00			
	101-9200-43300			1,831.20			
	Total for vendor 3050 - HILDI INC.:			4,200.00	4,200.00		

Vendor 0356 - HIRSHFIELD'S DECORATING:

09339647							
84792	HIRSHFIELD'S DECORATING	09/12/2024	10/09/2024	264.28	264.28	Open	N
	BUSTER PARK PAVILLION - GLOSS PAINT pziemer						10/09/2024
	400-9050-45530			264.28			
09339648							
84793	HIRSHFIELD'S DECORATING	09/12/2024	10/09/2024	9.28	9.28	Open	N
	BUSTER PARK - PAINT SUPPLIES pziemer						10/09/2024
	400-9050-45530			9.28			
09339684							
84794	HIRSHFIELD'S DECORATING	09/12/2024	10/09/2024	85.16	85.16	Open	N
	SPRAYER REBUILD pziemer						10/09/2024
	230-5200-42220			85.16			
09339725							
84797	HIRSHFIELD'S DECORATING	09/13/2024	10/09/2024	95.79	95.79	Open	N
	GRAYCO SPRAYER PUMP KIT pziemer						10/09/2024
	230-5200-42220			95.79			
	Total for vendor 0356 - HIRSHFIELD'S DECORATING:			454.51	454.51		

Vendor 0203 - HOLDEN ELECTRIC:

77514							
84896	HOLDEN ELECTRIC	09/25/2024	10/09/2024	4,324.38	4,324.38	Open	N
	INSTALL LIGHT TIMER AT MMP pziemer						10/09/2024
	400-9050-45530			4,324.38			
	Total for vendor 0203 - HOLDEN ELECTRIC:			4,324.38	4,324.38		

Vendor 3964 - HOULE, BRADY:

9/11/24							
84817	HOULE, BRADY	09/11/2024	10/09/2024	114.26	114.26	Open	N
	CI MNGMNT TRNG - REIMBURSE MEALS pziemer						10/09/2024
	225-2120-43330			114.26			
9/5/24							
84818	HOULE, BRADY	09/05/2024	10/09/2024	36.00	36.00	Open	N
	LELS TRAINING - REIMB MEALS pziemer						10/09/2024
	225-2120-43330			36.00			

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
Total for vendor 3964 - HOULE, BRADY:				150.26	150.26		
Vendor 0769 - HYTEC CONSTRUCTION INC:							
14675							
84905	HYTEC CONSTRUCTION INC	09/27/2024	10/09/2024	30,750.00	30,750.00	Open	N
	50% PROGRESS BILLING LUM PARK PAVILL	pziemer					10/09/2024
400-9050-45530	CAPITAL - OTHER			30,750.00			
Total for vendor 0769 - HYTEC CONSTRUCTION INC:				30,750.00	30,750.00		
Vendor 3795 - INDEPENDENT TESTING TECHNOLOGIES:							
44463							
84801	INDEPENDENT TESTING TECHNOLOGIES	09/15/2024	10/09/2024	330.00	330.00	Open	N
	22:08 TRIP CHARGE/GRADATION	pziemer					10/09/2024
401-9030-43300-22:08	PROFESSIONAL SERVICES			330.00			
43883							
84816	INDEPENDENT TESTING TECHNOLOGIES	09/01/2024	10/09/2024	3,725.00	3,725.00	Open	N
	22:08 TESTING SERVICES	pziemer					10/09/2024
401-9030-43300-22:08	PROFESSIONAL SERVICES			3,725.00			
44511							
85060	INDEPENDENT TESTING TECHNOLOGIES	09/30/2024	10/09/2024	700.00	700.00	Open	N
	24:06 TESTING - LAUREL ST BRIDGE	pziemer					10/09/2024
401-9030-43300-24:06	PROFESSIONAL SERVICES			700.00			
Total for vendor 3795 - INDEPENDENT TESTING TECHNOLOGIES:				4,755.00	4,755.00		
Vendor 3202 - INNOVATIVE OFFICE SOLUTIONS LLC:							
IN4641316							
84782	INNOVATIVE OFFICE SOLUTIONS LLC	09/17/2024	10/09/2024	71.23	71.23	Open	N
	OFFICE SUPPLIES	pziemer					10/09/2024
225-2120-42200	OFFICE SUPPLIES			71.23			
IN4650719							
84921	INNOVATIVE OFFICE SOLUTIONS LLC	09/26/2024	10/09/2024	81.83	81.83	Open	N
	PAPER	pziemer					10/09/2024
225-2120-42200	OFFICE SUPPLIES			81.83			
Total for vendor 3202 - INNOVATIVE OFFICE SOLUTIONS LLC:				153.06	153.06		
Vendor 3712 - JAREDS LAWN CARE:							
11969							
84783	JAREDS LAWN CARE	09/07/2024	10/09/2024	254.75	254.75	Open	N
	LAWN CARE - PD	pziemer					10/09/2024
225-2120-43300	PROFESSIONAL SERVICES			254.75			
Total for vendor 3712 - JAREDS LAWN CARE:				254.75	254.75		
Vendor 3488 - JEFFERSON FIRE & SAFETY:							

10/03/2024 01:49 PM

User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 10/07/2024 - 10/07/2024

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 15/38

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
IN318449							
84952	JEFFERSON FIRE & SAFETY	09/17/2024	10/09/2024	(165.00)	(165.00)	Open	N
	CREDIT - BOOT RETURN	pziemer					10/09/2024
225-2220-42250	PERSONAL PROTECTIVE GEAR			(165.00)			
IN318373							
84956	JEFFERSON FIRE & SAFETY	09/13/2024	10/09/2024	7,764.89	7,764.89	Open	N
	TURNOUT GEAR X2	pziemer					10/09/2024
225-2220-42250	PERSONAL PROTECTIVE GEAR			7,764.89			
IN318744							
84967	JEFFERSON FIRE & SAFETY	09/24/2024	10/09/2024	240.72	240.72	Open	N
	WILDLAND FIRE BOOTS	pziemer					10/09/2024
225-2220-42250	PERSONAL PROTECTIVE GEAR			240.72			
IN318579							
84968	JEFFERSON FIRE & SAFETY	09/19/2024	10/09/2024	2,572.16	2,572.16	Open	N
	LIGHTWEIGHT GEAR X4	pziemer					10/09/2024
225-2220-42250	PERSONAL PROTECTIVE GEAR			2,572.16			
IN318800							
84969	JEFFERSON FIRE & SAFETY	09/25/2024	10/09/2024	(165.00)	(165.00)	Open	N
	CREDIT - FIRE BOOT RETURN	pziemer					10/09/2024
225-2220-42250	PERSONAL PROTECTIVE GEAR			(165.00)			
IN318664							
84971	JEFFERSON FIRE & SAFETY	09/20/2024	10/09/2024	20,147.82	20,147.82	Open	N
	LIGHTWEIGHT GEAR X33	pziemer					10/09/2024
225-2220-42250	PERSONAL PROTECTIVE GEAR			20,147.82			
Total for vendor 3488 - JEFFERSON FIRE & SAFETY:				30,395.59	30,395.59		

Vendor 0220 - KENNEDY & GRAVEN:

183632							
85041	KENNEDY & GRAVEN	09/20/2024	10/09/2024	637.00	637.00	Open	N
	SALE OF INDUSTRIAL PARK LOTS	pziemer					10/09/2024
295-6510-43300	PROFESSIONAL SERVICES			637.00			
Total for vendor 0220 - KENNEDY & GRAVEN:				637.00	637.00		

Vendor 3545 - KITCHIGAMI REGIONAL LIBRARY - CC:

9/11/24							
84909	KITCHIGAMI REGIONAL LIBRARY - CC	09/12/2024	10/09/2024	203.30	203.30	Open	N
	REMIT LIB CC CHARGES THRU 9/11/24	pziemer					10/09/2024
211-0000-20800	DUE TO OTHER GOVT UNITS			203.30			
Total for vendor 3545 - KITCHIGAMI REGIONAL LIBRARY - CC:				203.30	203.30		

Vendor 4050 - KORTE, ALEXANDER:

10/03/2024 01:49 PM

User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 10/07/2024 - 10/07/2024

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 16/38

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
9/11/24							
84842	KORTE, ALEXANDER	09/11/2024	10/09/2024	26.00	26.00	Open	N
	NCIC TERMINAL OPERATOR - REIMB MEAL	pziemer					10/09/2024
225-2120-43330	PROFESSIONAL DEVELOPMENT			26.00			
	Total for vendor 4050 - KORTE, ALEXANDER:			26.00	26.00		

Vendor 3469 - LAKES AREA MAT SERVICE INC:

20240910 #522							
84849	LAKES AREA MAT SERVICE INC	09/10/2024	10/09/2024	45.60	45.60	Open	N
	CITY HALL FLOOR MATS	pziemer					10/09/2024
101-1940-43410	RENTAL EXPENSE			45.60			
20240924 #522							
84850	LAKES AREA MAT SERVICE INC	09/24/2024	10/09/2024	45.60	45.60	Open	N
	CITY HALL FLOOR MATS	pziemer					10/09/2024
101-1940-43410	RENTAL EXPENSE			45.60			
20240924 #520							
84851	LAKES AREA MAT SERVICE INC	09/24/2024	10/09/2024	44.40	44.40	Open	N
	POLICE DEPT FLOOR MATS	pziemer					10/09/2024
225-2120-43300	PROFESSIONAL SERVICES			44.40			
20240910 #520							
84852	LAKES AREA MAT SERVICE INC	09/10/2024	10/09/2024	44.40	44.40	Open	N
	POLICE DEPT FLOOR MATS	pziemer					10/09/2024
225-2120-43300	PROFESSIONAL SERVICES			44.40			
	Total for vendor 3469 - LAKES AREA MAT SERVICE INC:			180.00	180.00		

Vendor 3627 - LAKES AREA WILDLIFE CONTROL:

SEPT 2024							
84899	LAKES AREA WILDLIFE CONTROL	09/30/2024	10/09/2024	3,168.00	3,168.00	Open	N
	SEPT 24 ANIMAL CONTROL CONTRACT	pziemer					10/09/2024
225-2700-43300	PROFESSIONAL SERVICES			3,168.00			
	Total for vendor 3627 - LAKES AREA WILDLIFE CONTROL:			3,168.00	3,168.00		

Vendor 0232 - LEAGUE MN CITIES INS TRUS:

9209							
84853	LEAGUE MN CITIES INS TRUS	09/24/2024	10/09/2024	5,000.00	5,000.00	Open	N
	CA 107368 - TRANSIT/PASSENGER	pziemer					10/09/2024
203-9000-43430	MISCELLANEOUS			5,000.00			
	Total for vendor 0232 - LEAGUE MN CITIES INS TRUS:			5,000.00	5,000.00		

Vendor 2141 - M&M EXPRESS SALES & SERVICE:

537484							
84908	M&M EXPRESS SALES & SERVICE	09/25/2024	10/09/2024	92.20	92.20	Open	N
	CHAINSAW BLADE AND CHAIN - LESS SALE\$	pziemer					10/09/2024

10/03/2024 01:49 PM

User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 10/07/2024 - 10/07/2024

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 17/38

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
235-3100-42220	REPAIR & MAINT			92.20			
537676							
84912	M&M EXPRESS SALES & SERVICE	09/26/2024	10/09/2024	31.79	31.79	Open	N
	CHAINSAW TENSION GUIDE, 2-STROKE OIL	pziemer					10/09/2024
235-3100-42220	REPAIR & MAINT			31.79			
538657							
85044	M&M EXPRESS SALES & SERVICE	10/02/2024	10/09/2024	239.79	239.79	Open	N
	CHAINSAW TANK HOUSING	pziemer					10/09/2024
235-3100-42220	REPAIR & MAINT			239.79			
538671							
85045	M&M EXPRESS SALES & SERVICE	10/02/2024	10/09/2024	(182.76)	(182.76)	Open	N
	TANK HOUSING RETURN	pziemer					10/09/2024
235-3100-42220	REPAIR & MAINT			(182.76)			
Total for vendor 2141 - M&M EXPRESS SALES & SERVICE:				181.02	181.02		

Vendor 0239 - MACQUEEN EQUIPMENT INC:

P60146							
85038	MACQUEEN EQUIPMENT INC	09/30/2024	10/09/2024	2,636.90	2,636.90	Open	N
	GUTTER BROOMS	pziemer					10/09/2024
235-3100-42220	REPAIR & MAINT			2,636.90			
Total for vendor 0239 - MACQUEEN EQUIPMENT INC:				2,636.90	2,636.90		

Vendor 1753 - MARCO:

INV12950959							
84827	MARCO	09/16/2024	10/09/2024	792.00	792.00	Open	N
	SERVER MIGRATION DC/EX - MILESTONE 1	pziemer					10/09/2024
101-1800-43300	PROFESSIONAL SERVICES			792.00			
INV12951641							
84828	MARCO	09/16/2024	10/09/2024	3,234.00	3,234.00	Open	N
	SERVER MIGRATION DC/EX - NEW EXCHANGE	pziemer					10/09/2024
101-1800-43300	PROFESSIONAL SERVICES			3,234.00			
INV12965676							
84836	MARCO	09/19/2024	10/09/2024	1,218.36	1,218.36	Open	N
	UNIFY IT 9/19/24-10/18/24	pziemer					10/09/2024
101-1800-43309	COMPUTER SUPPORT			1,111.82			
260-9020-43309	COMPUTER SUPPORT			106.54			
INV12999326							
84914	MARCO	09/26/2024	10/09/2024	7,073.21	7,073.21	Open	N
	CISCO WEBEX CALLING 8/15/24-8/14/25	pziemer					10/09/2024
101-1800-43321	TELEPHONE			2,652.45			
101-0000-15510	PREPAID OTHER			4,420.76			
INV13002617							
84915	MARCO	09/27/2024	10/09/2024	2,671.50	2,671.50	Open	N
	MICROSOFT OFFICE 365 8/16/24-9/15/24	pziemer					10/09/2024

10/03/2024 01:49 PM

User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 10/07/2024 - 10/07/2024

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 18/38

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
101-1800-43309	COMPUTER SUPPORT			2,447.50			
260-9020-43309	COMPUTER SUPPORT			224.00			
Total for vendor 1753 - MARCO:				14,989.07	14,989.07		
Vendor MISC - MASON KILLORAN:							
ICR 24010416							
84825	MASON KILLORAN	09/23/2024	10/09/2024	25.00	25.00	Open	N
	REFUND OVERPAYMENT PARKING TICKET	pziemer					10/09/2024
225-2120-35102	PARKING FINES			25.00			
Total for vendor MISC - MASON KILLORAN:				25.00	25.00		
Vendor MISC - MEDICA:							
OVERPAYMENT							
84951	MEDICA	10/01/2024	10/09/2024	1,000.00	1,000.00	Open	N
	INV 24-0004955 OVERPAID	pziemer					10/09/2024
101-0000-22801	DUE TO CUSTOMERS			1,000.00			
Total for vendor MISC - MEDICA:				1,000.00	1,000.00		
Vendor 2392 - MENARDS:							
29486							
85065	MENARDS	09/23/2024	10/09/2024	449.85	449.85	Open	N
	MISC PARK SIGNS REPAIRS	pziemer					10/09/2024
230-5200-42220	REPAIR & MAINT			449.85			
Total for vendor 2392 - MENARDS:				449.85	449.85		
Vendor 0889 - MENARDS - BAXTER:							
28555							
84798	MENARDS - BAXTER	09/09/2024	10/09/2024	627.90	627.90	Open	N
	FVP RV MARINE	pziemer					10/09/2024
230-5200-42220	REPAIR & MAINT			627.90			
28566							
84799	MENARDS - BAXTER	09/09/2024	10/09/2024	126.83	126.83	Open	N
	VALVES AND BUSHINGS - CAMPGROUND	pziemer					10/09/2024
230-5280-42220	REPAIR & MAINT			126.83			
Total for vendor 0889 - MENARDS - BAXTER:				754.73	754.73		
Vendor 3394 - MIDWEST MACHINERY CO:							
10232399							
84963	MIDWEST MACHINERY CO	09/30/2024	10/09/2024	205.49	205.49	Open	N
	CHAINSAW GAS TANK HOUSING	pziemer					10/09/2024
235-3100-42220	REPAIR & MAINT			205.49			

10/03/2024 01:49 PM

User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 10/07/2024 - 10/07/2024

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 19/38

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
10219956							
85070	MIDWEST MACHINERY CO	09/24/2024	10/09/2024	33.71	33.71	Open	N
	JD MOWER REPAIR	pziemer					10/09/2024
230-5200-42220	REPAIR & MAINT			33.71			
10220084							
85071	MIDWEST MACHINERY CO	09/24/2024	10/09/2024	74.62	74.62	Open	N
	CAP, CHAIN, WASHER	pziemer					10/09/2024
235-3100-42220	REPAIR & MAINT			74.62			
Total for vendor 3394 - MIDWEST MACHINERY CO:				313.82	313.82		

Vendor 3355 - MILLER TESTING & CONSULTING LLC:

202445							
84802	MILLER TESTING & CONSULTING LLC	09/07/2024	10/09/2024	1,440.00	1,440.00	Open	N
	LEAD ASSESSMENT X3: 1503 PINE, 517 N	pziemer					10/09/2024
202-6323-45510	SE BRD - CAPITAL - RESIDENTIAL			1,440.00			
Total for vendor 3355 - MILLER TESTING & CONSULTING LLC:				1,440.00	1,440.00		

Vendor 1021 - MOTOROLA:

8281979901							
84784	MOTOROLA	09/13/2024	10/09/2024	1,171.50	1,171.50	Open	N
	PORTABLE RADIO BATTERIES	pziemer					10/09/2024
225-2120-42210	OPERATING SUPPLIES			1,171.50			
Total for vendor 1021 - MOTOROLA:				1,171.50	1,171.50		

Vendor 3168 - MOTORS-N-MORE:

30751							
84785	MOTORS-N-MORE	09/13/2024	10/09/2024	23.00	23.00	Open	N
	SQD 437 OIL CHANGE	pziemer					10/09/2024
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			23.00			
30752							
84786	MOTORS-N-MORE	09/13/2024	10/09/2024	23.00	23.00	Open	N
	SQD 406 OIL CHANGE	pziemer					10/09/2024
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			23.00			
30753							
84787	MOTORS-N-MORE	09/13/2024	10/09/2024	23.00	23.00	Open	N
	SQD 410 OIL CHANGE	pziemer					10/09/2024
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			23.00			
30759							
84788	MOTORS-N-MORE	09/17/2024	10/09/2024	23.00	23.00	Open	N
	SQD 435 OIL CHANGE	pziemer					10/09/2024
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			23.00			

10/03/2024 01:49 PM

User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 10/07/2024 - 10/07/2024

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 20/38

Inv Num Inv Ref#	Vendor Description	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
	GL Distribution GRANT						
30760							
84789	MOTORS-N-MORE	09/17/2024	10/09/2024	23.00	23.00	Open	N
	SQD 412 OIL CHANGE	pziemer					10/09/2024
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			23.00			
30762							
84854	MOTORS-N-MORE	09/18/2024	10/09/2024	23.00	23.00	Open	N
	SQD 406 OIL CHANGE	pziemer					10/09/2024
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			23.00			
30778							
84922	MOTORS-N-MORE	09/26/2024	10/09/2024	23.00	23.00	Open	N
	SQD 403 OIL CHANGE	pziemer					10/09/2024
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			23.00			
30787							
85037	MOTORS-N-MORE	10/01/2024	10/09/2024	555.33	555.33	Open	N
	SQD 430 RADIATOR	pziemer					10/09/2024
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			555.33			
	Total for vendor 3168 - MOTORS-N-MORE:			716.33	716.33		

Vendor 1449 - M-R SIGN CO., INC.:

225648							
84820	M-R SIGN CO., INC.	09/18/2024	10/09/2024	355.91	355.91	Open	N
	NO TRESPASS/DUMPING SIGNS	pziemer					10/09/2024
235-3170-42210	OPERATING SUPPLIES			355.91			
	Total for vendor 1449 - M-R SIGN CO., INC.:			355.91	355.91		

Vendor 3671 - NAC MECHANICAL & ELECTRICAL SERVICE:

A4817-01							
84815	NAC MECHANICAL & ELECTRICAL SERVICE	09/16/2024	10/09/2024	15,000.00	15,000.00	Open	N
	23:26 PROGRESS PAYMENT	pziemer					10/09/2024
229-0000-45530-23:26	PYMTS TO CONTRACTORS			15,000.00			
	Total for vendor 3671 - NAC MECHANICAL & ELECTRICAL SERVICE:			15,000.00	15,000.00		

Vendor 0273 - NAPA AUTO PARTS:

746169							
84958	NAPA AUTO PARTS	09/30/2024	10/09/2024	334.80	334.80	Open	N
	DUET WIRE CONNECTORS/TOOL	pziemer					10/09/2024
235-3125-42220	REPAIR & MAINT			334.80			
746170							
84959	NAPA AUTO PARTS	09/30/2024	10/09/2024	120.00	120.00	Open	N
	ANTI-SEIZE	pziemer					10/09/2024
235-3125-42220	REPAIR & MAINT			120.00			

10/03/2024 01:49 PM

User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 10/07/2024 - 10/07/2024

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 21/38

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
746946							
85046	NAPA AUTO PARTS	10/02/2024	10/09/2024	18.13	18.13	Open	N
	VACTOR OIL FILTER	pziemer					10/09/2024
	237-3190-42220			18.13			
	REPAIR & MAINT						
	Total for vendor 0273 - NAPA AUTO PARTS:			472.93	472.93		

Vendor 0736 - NORTHLAND FIRE PROTECTION:

60092							
84965	NORTHLAND FIRE PROTECTION	10/01/2024	10/09/2024	75.35	75.35	Open	N
	RECHARGE FIRE EXTINGUISHERS - PD	pziemer					10/09/2024
	225-2120-43300			75.35			
	PROFESSIONAL SERVICES						
	Total for vendor 0736 - NORTHLAND FIRE PROTECTION:			75.35	75.35		

Vendor 0284 - OFFICE SHOP:

1145908-1							
84806	OFFICE SHOP	09/16/2024	10/09/2024	118.99	118.99	Open	N
	CITY HALL OFFICE SUPPLIES	pziemer					10/09/2024
	101-1940-42200			118.99			
	OFFICE SUPPLIES						
1146764-0							
85069	OFFICE SHOP	10/02/2024	10/09/2024	100.37	100.37	Open	N
	PLANNER, TONER	pziemer					10/09/2024
	230-5200-42200			100.37			
	OFFICE SUPPLIES						
	Total for vendor 0284 - OFFICE SHOP:			219.36	219.36		

Vendor 0100 - PRINT SHOP INK:

3988							
85078	PRINT SHOP INK	09/18/2024	10/09/2024	698.44	698.44	Open	N
	AP/PAYROLL CHECKS	pziemer					10/09/2024
	101-1940-42200			698.44			
	OFFICE SUPPLIES						
	Total for vendor 0100 - PRINT SHOP INK:			698.44	698.44		

Vendor 1066 - SCHUBERT, KRIS:

9/18/24							
84902	SCHUBERT, KRIS	09/18/2024	10/09/2024	37.52	37.52	Open	N
	HR NETWORK MTG - REIMB MILEAGE	pziemer					10/09/2024
	101-1400-43330			37.52			
	PROFESSIONAL DEVELOPMENT						
	Total for vendor 1066 - SCHUBERT, KRIS:			37.52	37.52		

Vendor 3612 - SEVERSON PORTER LAW:

SEPT 2024							
84898	SEVERSON PORTER LAW	09/30/2024	10/09/2024	18,883.33	18,883.33	Open	N
	SEPT 24 PROSECUTION AGREEMENT	pziemer					10/09/2024
	225-2127-43310			18,883.33			
	MISDEMEANOR PROSECUTOR						

10/03/2024 01:49 PM

User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 10/07/2024 - 10/07/2024

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 22/38

Inv Num Inv Ref#	Vendor Description	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
	GL Distribution GRANT						
Total for vendor 3612 - SEVERSON PORTER LAW:				18,883.33	18,883.33		
Vendor 0317 - SHORT ELLIOTT HENDRICKSON:							
473328							
84791	SHORT ELLIOTT HENDRICKSON	09/10/2024	10/09/2024	2,466.00	2,466.00	Open	N
	21:15 BUFFALO HILLS GULLY	pziemer					10/09/2024
	401-9030-43300-21:15	PROFESSIONAL SERVICES		2,466.00			
474646							
84897	SHORT ELLIOTT HENDRICKSON	09/18/2024	10/09/2024	22,029.10	22,029.10	Open	N
	23:13 WILLOW/6TH ROUNDABOUT	pziemer					10/09/2024
	401-9030-43300-23:13	PROFESSIONAL SERVICES		22,029.10			
Total for vendor 0317 - SHORT ELLIOTT HENDRICKSON:				24,495.10	24,495.10		
Vendor 4302 - SPACES LLC:							
92891FCB-0002							
84804	SPACES LLC	09/13/2024	10/09/2024	200.00	200.00	Open	N
	CONFERENCE ROOM RENTALS	pziemer					10/09/2024
	225-2220-43330	PROFESSIONAL DEVELOPMENT		200.00			
Total for vendor 4302 - SPACES LLC:				200.00	200.00		
Vendor 3512 - STOCKINGER, JASON:							
9/16/24							
84805	STOCKINGER, JASON	09/16/2024	10/09/2024	98.26	98.26	Open	N
	EMPLOYEE APPRECIATION - SUPPLIES FOR	pziemer					10/09/2024
	278-6515-43430	MISCELLANEOUS		98.26			
Total for vendor 3512 - STOCKINGER, JASON:				98.26	98.26		
Vendor 0322 - STREICHERS PROF EQUIP:							
I1720152							
84923	STREICHERS PROF EQUIP	09/23/2024	10/09/2024	28.98	28.98	Open	N
	710 - NAME PLATE	pziemer					10/09/2024
	225-2120-41113	UNIFORM ALLOWANCE		28.98			
Total for vendor 0322 - STREICHERS PROF EQUIP:				28.98	28.98		
Vendor MISC - SUTTON, TODD & GABRIELLE:							
BFG23-0016							
85053	SUTTON, TODD & GABRIELLE	10/02/2024	10/09/2024	4,211.00	4,211.00	Open	N
	BD Bond Refund	pziemer					10/09/2024
	101-0000-20600	BFG23-0016		4,211.00			
Total for vendor MISC - SUTTON, TODD & GABRIELLE:				4,211.00	4,211.00		
Vendor 3838 - SWANSON HASKAMP CONSULTING:							

10/03/2024 01:49 PM

User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 10/07/2024 - 10/07/2024

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 23/38

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
SEPT 2024							
84813	SWANSON HASKAMP CONSULTING	09/18/2024	10/09/2024	2,916.67	2,916.67	Open	N
	SEPT 24 ECONOMIC DEVELOPMENT CONSULTING	pziemer					10/09/2024
295-6510-43300	PROFESSIONAL SERVICES			2,916.67			
	Total for vendor 3838 - SWANSON HASKAMP CONSULTING:			2,916.67	2,916.67		
Vendor 0145 - TREAS, FIRE RELIEF ASSOC:							
9/30/24							
84954	TREAS, FIRE RELIEF ASSOC	09/30/2024	10/09/2024	264,497.60	264,497.60	Open	N
	REMIT STATE FIRE AID	pziemer					10/09/2024
225-2225-43473	REMIT STATE FIRE AID			264,497.60			
9/30/24 - 2							
84955	TREAS, FIRE RELIEF ASSOC	09/30/2024	10/09/2024	41,716.45	41,716.45	Open	N
	REMIT STATE FIRE AID	pziemer					10/09/2024
225-2225-43473	REMIT STATE FIRE AID			41,716.45			
	Total for vendor 0145 - TREAS, FIRE RELIEF ASSOC:			306,214.05	306,214.05		
Vendor 4314 - TRETTER TRUCKING:							
10258							
84972	TRETTER TRUCKING	09/24/2024	10/09/2024	2,263.84	2,263.84	Open	N
	WASHED SAND - SNOW REMOVAL	pziemer					10/09/2024
235-3125-42210	OPERATING SUPPLIES			2,263.84			
	Total for vendor 4314 - TRETTER TRUCKING:			2,263.84	2,263.84		
Vendor 0339 - UPPER LAKES FOODS INC:							
515325-00							
84855	UPPER LAKES FOODS INC	09/20/2024	10/09/2024	114.69	114.69	Open	N
	CONCESSIONS - CHEESE CUPS	pziemer					10/09/2024
230-5204-42210	OPERATING SUPPLIES			114.69			
	Total for vendor 0339 - UPPER LAKES FOODS INC:			114.69	114.69		
Vendor 0039 - VESTIS:							
2530316476							
84795	VESTIS	09/12/2024	10/09/2024	86.63	86.63	Open	N
	RUGS AND OVERALLS	pziemer					10/09/2024
235-3100-43430	MISCELLANEOUS			86.63			
2530319029							
84835	VESTIS	09/19/2024	10/09/2024	62.35	62.35	Open	N
	RUGS AND OVERALLS	pziemer					10/09/2024
235-3100-43430	MISCELLANEOUS			62.35			
2530321527							
84911	VESTIS	09/26/2024	10/09/2024	86.63	86.63	Open	N
	RUGS AND OVERALLS	pziemer					10/09/2024

10/03/2024 01:49 PM

User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 10/07/2024 - 10/07/2024

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 24/38

Inv Num Inv Ref#	Vendor Description	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
GL Distribution 235-3100-43430	GRANT MISCELLANEOUS			86.63			
	Total for vendor 0039 - VESTIS:			235.61	235.61		
Vendor 0087 - VISIT BRAINERD:							
SEPT 2024 84814	VISIT BRAINERD	09/18/2024	10/09/2024	3,333.34	3,333.34	Open	N
	SEPT 24 ECONOMIC DEVELOPMENT CONSULTING	pziemer					10/09/2024
295-6510-43300	PROFESSIONAL SERVICES			3,333.34			
	Total for vendor 0087 - VISIT BRAINERD:			3,333.34	3,333.34		
Vendor 0888 - WEST BRAINERD AUTO SERVICE:							
048074 84790	WEST BRAINERD AUTO SERVICE	09/15/2024	10/09/2024	25.00	25.00	Open	N
	SQD 430 TOW	pziemer					10/09/2024
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			25.00			
	Total for vendor 0888 - WEST BRAINERD AUTO SERVICE:			25.00	25.00		
Vendor 0346 - WIDSETH SMITH NOLTING:							
233489 85079	WIDSETH SMITH NOLTING	09/25/2024	10/09/2024	133.50	133.50	Open	N
	23:10 LUM PARK BOAT DRIVE THRU 9/13/24	pziemer					10/09/2024
229-0000-43300-23:10	PROFESSIONAL SERVICES			133.50			
	Total for vendor 0346 - WIDSETH SMITH NOLTING:			133.50	133.50		
Vendor MISC - WINGS FINANCIAL CREDIT UNION:							
ICR 24006148 85052	WINGS FINANCIAL CREDIT UNION	09/01/2024	10/09/2024	16.50	16.50	Open	N
	SUBPOENA ICR 24006148	pziemer					10/09/2024
225-2120-42210	OPERATING SUPPLIES			16.50			
	Total for vendor MISC - WINGS FINANCIAL CREDIT UNION:			16.50	16.50		
Vendor 1159 - WINNERS TROPHY:							
13523 84901	WINNERS TROPHY	09/23/2024	10/09/2024	20.00	20.00	Open	N
	ENGRAVE - WELLNESS AWARD	pziemer					10/09/2024
278-6515-43430	MISCELLANEOUS			20.00			
	Total for vendor 1159 - WINNERS TROPHY:			20.00	20.00		
Vendor 1712 - WSB & ASSOCIATES:							
R-026252-000-2 84913	WSB & ASSOCIATES	09/18/2024	10/09/2024	8,150.50	8,150.50	Open	N
	24:07 LOWELL SRTS THRU 8/31/24	pziemer					10/09/2024
401-9030-45530-24:07	CAPITAL-PYMTS TO CONTRACTS			8,150.50			

10/03/2024 01:49 PM

User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

Page: 25/38

EXP CHECK RUN DATES 10/07/2024 - 10/07/2024

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
Total for vendor 1712 - WSB & ASSOCIATES:				8,150.50	8,150.50		

PCard: 2257 U.S. BANK Card Holder: CITY HALL

Vendor 3698 - AMAZON:

9/18/24 - 3

85008	AMAZON	09/18/2024	10/09/2024	32.97	32.97	Open	N
	THERMOMETERS - CONCESSIONS	pziemer					10/09/2024
230-5204-42210	OPERATING SUPPLIES			32.97			

9/3/24

85011	AMAZON	09/03/2024	10/09/2024	349.48	349.48	Open	N
	AWS AUG 2024	pziemer					10/09/2024
101-1800-43309	COMPUTER SUPPORT			349.48			

9/20/24

85022	AMAZON	09/20/2024	10/09/2024	9.99	9.99	Open	N
	CC HOLDER/REGISTER - CITY HALL	pziemer					10/09/2024
101-1940-42200	OFFICE SUPPLIES			9.99			
Total for vendor 3698 - AMAZON:				392.44	392.44		

Vendor 0848 - BAUDVILLE:

8/26/24

85021	BAUDVILLE	09/01/2024	10/09/2024	92.00	92.00	Open	N
	EMPLY APPRECIATION 2024 AWARDS	pziemer					10/09/2024
278-6515-43430	MISCELLANEOUS			92.00			
Total for vendor 0848 - BAUDVILLE:				92.00	92.00		

Vendor 2193 - GOVERNMENT FINANCE OFFICERS ASSN:

8/28/24

85010	GOVERNMENT FINANCE OFFICERS ASSN	09/01/2024	10/09/2024	190.00	190.00	Open	N
	RENEWAL FEE C.HILLMAN	pziemer					10/09/2024
101-1400-43433	DUES & SUBSCRIPTIONS			190.00			
Total for vendor 2193 - GOVERNMENT FINANCE OFFICERS ASSN:				190.00	190.00		

Vendor MISC - GOVPAY:

9/20/24

85006	GOVPAY	09/20/2024	10/09/2024	125.00	125.00	Open	N
	REGISTRATION FEE	pziemer					10/09/2024
225-2120-43300	PROFESSIONAL SERVICES			125.00			
Total for vendor MISC - GOVPAY:				125.00	125.00		

Vendor 0267 - MN POLLUTION CONTROL AGENCY:

10/03/2024 01:49 PM

User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 10/07/2024 - 10/07/2024

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 26/38

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						

PCard: 2257 U.S. BANK Card Holder: CITY HALL

9/10/24

85012	MN POLLUTION CONTROL AGENCY	09/10/2024	10/09/2024	408.60	408.60	Open	N
	ARPA PROJECTS PERMITS	pziemer					10/09/2024
229-0000-43300-23:08	PROFESSIONAL SERVICES			136.20			
229-0000-43300-23:09	PROFESSIONAL SERVICES			136.20			
229-0000-43300-23:10	PROFESSIONAL SERVICES			136.20			
	Total for vendor 0267 - MN POLLUTION CONTROL AGENCY:			408.60	408.60		

Vendor 2610 - MN SOCIETY'S OF CPA'S:

9/16/24

85013	MN SOCIETY'S OF CPA'S	09/16/2024	10/09/2024	554.00	554.00	Open	N
	QTY 6 CPE CLASS REGISTRATIONS - C.H.II	pziemer					10/09/2024
101-1400-43330	PROFESSIONAL DEVELOPMENT			554.00			
9/16/24 - 2							
85014	MN SOCIETY'S OF CPA'S	09/16/2024	10/09/2024	(79.00)	(79.00)	Open	N
	CREDIT - CANCEL QTY 1 CPE CLASS	pziemer					10/09/2024
101-1400-43330	PROFESSIONAL DEVELOPMENT			(79.00)			
	Total for vendor 2610 - MN SOCIETY'S OF CPA'S:			475.00	475.00		

Vendor 1342 - UNIVERSITY OF MINNESOTA:

9/17/24

85009	UNIVERSITY OF MINNESOTA	09/17/2024	10/09/2024	100.00	100.00	Open	N
	2024 TREE INSPECTOR RECERT J.KRAMVIK	pziemer					10/09/2024
101-2400-43330	PROFESSIONAL DEVELOPMENT			100.00			
	Total for vendor 1342 - UNIVERSITY OF MINNESOTA:			100.00	100.00		

Vendor 3858 - ZOOM VIDEO COMMUNICATIONS:

9/18/24

85007	ZOOM VIDEO COMMUNICATIONS	09/18/2024	10/09/2024	31.98	31.98	Open	N
	ZOOM 9/18-10/17	pziemer					10/09/2024
101-1800-43309	COMPUTER SUPPORT			31.98			
	Total for vendor 3858 - ZOOM VIDEO COMMUNICATIONS:			31.98	31.98		

Total PCard: 2257 U.S. BANK Card Holder: CITY HALL

1,815.02	1,815.02
----------	----------

10/03/2024 01:49 PM

User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 10/07/2024 - 10/07/2024

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 27/38

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date

GL Distribution GRANT

PCard: 2257 U.S. BANK Card Holder: FIRE

Vendor 3698 - AMAZON:

8/26/24							
85023	AMAZON	09/01/2024	10/09/2024	32.98	32.98	Open	N
	STEP STOOL	pziemer					10/09/2024
225-2220-42210	OPERATING SUPPLIES			32.98			
8/26/24 - 2							
85024	AMAZON	09/01/2024	10/09/2024	538.99	538.99	Open	N
	SIGNAL BOOSTER	pziemer					10/09/2024
225-2220-42210	OPERATING SUPPLIES			538.99			
9/17/24							
85026	AMAZON	09/17/2024	10/09/2024	44.98	44.98	Open	N
	SHOE SHINE KIT	pziemer					10/09/2024
225-2220-42210	OPERATING SUPPLIES			44.98			
8/13/24 - 2							
85027	AMAZON	09/01/2024	10/09/2024	67.80	67.80	Open	N
	SQUEEGEE, HANDLE	pziemer					10/09/2024
225-2220-42210	OPERATING SUPPLIES			67.80			
	Total for vendor 3698 - AMAZON:			684.75	684.75		

Vendor 3925 - HAMPTON BY HILTON:

9/18/24							
85025	HAMPTON BY HILTON	09/18/2024	10/09/2024	237.80	237.80	Open	N
	HOTEL FOR TRNG -D.COX	pziemer					10/09/2024
225-2220-43330	PROFESSIONAL DEVELOPMENT			237.80			
	Total for vendor 3925 - HAMPTON BY HILTON:			237.80	237.80		

Total PCard: 2257 U.S. BANK Card Holder: FIRE

922.55	922.55
--------	--------

10/03/2024 01:49 PM

User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 10/07/2024 - 10/07/2024

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 28/38

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						

PCard: 2257 U.S. BANK Card Holder: LIBRARY

Vendor 0533 - ALLEGRA:

9/3/24							
85016	ALLEGRA	09/03/2024	10/09/2024	537.30	537.30	Open	N
	PROGRAM BROCHURES	pziemer					10/09/2024
211-5501-43430	MISC - SPECIFIED DONATION USE			537.30			
	Total for vendor 0533 - ALLEGRA:			537.30	537.30		

Vendor 3698 - AMAZON:

8/24/24 - 2							
85018	AMAZON	09/01/2024	10/09/2024	37.28	37.28	Open	N
	BROCHURE/CARD HOLDER	pziemer					10/09/2024
211-5501-43430	MISC - SPECIFIED DONATION USE			37.28			
9/12/24							
85020	AMAZON	09/12/2024	10/09/2024	37.17	37.17	Open	N
	LABELS, DVD CASES, AV CABLE	pziemer					10/09/2024
211-5500-42240	LIBRARY MATERIALS			37.17			
	Total for vendor 3698 - AMAZON:			74.45	74.45		

Vendor 0160 - DEMCO INC:

9/19/24							
85017	DEMCO INC	09/19/2024	10/09/2024	84.01	84.01	Open	N
	BOOK GLUE, BOOK PROCESSING SUPPLIES	pziemer					10/09/2024
211-5500-43430	MISCELLANEOUS			84.01			
	Total for vendor 0160 - DEMCO INC:			84.01	84.01		

Vendor MISC - JOSTENS:

9/6/24							
85019	JOSTENS	09/06/2024	10/09/2024	79.99	79.99	Open	N
	BHS YEARBOOK	pziemer					10/09/2024
211-5501-43430	MISC - SPECIFIED DONATION USE			79.99			
	Total for vendor MISC - JOSTENS:			79.99	79.99		

Vendor MISC - MAILCHIMP:

9/4/24							
85015	MAILCHIMP	09/04/2024	10/09/2024	45.00	45.00	Open	N
	EMAIL SUBSCRIPTION SERVICE	pziemer					10/09/2024
211-5503-43430	MISC - USE OF HOLDEN TRUST			45.00			
	Total for vendor MISC - MAILCHIMP:			45.00	45.00		

Total PCard: 2257 U.S. BANK Card Holder: LIBRARY

820.75

820.75

10/03/2024 01:49 PM
User: pziemer
DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD
EXP CHECK RUN DATES 10/07/2024 - 10/07/2024
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						GRANT

PCard: 2257 U.S. BANK Card Holder: PARKS

Vendor MISC - ARCH & CABLE HOTEL:							
9/24/24							
85028	ARCH & CABLE HOTEL	09/24/2024	10/09/2024	481.92	481.92	Open	N
	HOTEL STAY FOR CONFERENCE T.HARRIS	pziemer					10/09/2024
230-5200-43330	PROFESSIONAL DEVELOPMENT			481.92			
	Total for vendor MISC - ARCH & CABLE HOTEL:			481.92	481.92		
Total PCard: 2257 U.S. BANK Card Holder: PARKS				481.92	481.92		

10/03/2024 01:49 PM

User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 10/07/2024 - 10/07/2024

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 30/38

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						

PCard: 2257 U.S. BANK Card Holder: POLICE

Vendor 2902 - ADVANCE AUTO PARTS:

8/30/24							
84974	ADVANCE AUTO PARTS	09/01/2024	10/09/2024	13.42	13.42	Open	N
	SQD WINDSHIELD WASH	pziemer					10/09/2024
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			13.42			
	Total for vendor 2902 - ADVANCE AUTO PARTS:			13.42	13.42		

Vendor 3698 - AMAZON:

8/23/24							
84973	AMAZON	09/01/2024	10/09/2024	38.84	38.84	Open	N
	DISINFECTING WIPES	pziemer					10/09/2024
225-2120-42220	REPAIR & MAINT			38.84			
9/9/24							
84983	AMAZON	09/09/2024	10/09/2024	105.88	105.88	Open	N
	FLASH DRIVES	pziemer					10/09/2024
225-2120-42210	OPERATING SUPPLIES			105.88			
9/10/24							
84984	AMAZON	09/10/2024	10/09/2024	39.99	39.99	Open	N
	WHEEL CHOCKS - TZD SEATBELT CONVINCER	pziemer					10/09/2024
225-2120-43430	B-LAKEZ T MISCELLANEOUS			39.99			
	Total for vendor 3698 - AMAZON:			184.71	184.71		

Vendor 4026 - AMERICINN - WYNDHAM:

9/11/24							
84985	AMERICINN - WYNDHAM	09/11/2024	10/09/2024	119.32	119.32	Open	N
	BCA BASIC OP. TRNG HOTEL -A.KORTE	pziemer					10/09/2024
225-2120-43330	PROFESSIONAL DEVELOPMENT			119.32			
9/11/24 - 2							
84986	AMERICINN - WYNDHAM	09/11/2024	10/09/2024	119.32	119.32	Open	N
	BCA BASIC OP. TRNG HOTEL - M.MENDOZA	pziemer					10/09/2024
225-2120-43330	PROFESSIONAL DEVELOPMENT			119.32			
	Total for vendor 4026 - AMERICINN - WYNDHAM:			238.64	238.64		

Vendor 3420 - BCA :

9/11/24							
84987	BCA	09/11/2024	10/09/2024	300.00	300.00	Open	N
	719 - CSC INVESTIGATION TRNG	pziemer					10/09/2024
225-2120-43330	PROFESSIONAL DEVELOPMENT			300.00			
	Total for vendor 3420 - BCA :			300.00	300.00		

Vendor 3971 - COMFORT INN & SUITES:

10/03/2024 01:49 PM

User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 10/07/2024 - 10/07/2024

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 31/38

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						

PCard: 2257 U.S. BANK Card Holder: POLICE

9/30/24

84993	COMFORT INN & SUITES	09/30/2024	10/09/2024	247.20	247.20	Open	N
	719 - CSC INVESTIGATION TRNG	pziemer					10/09/2024
225-2120-43330	PROFESSIONAL DEVELOPMENT			247.20			
	Total for vendor 3971 - COMFORT INN & SUITES:			247.20	247.20		

Vendor 4054 - FACEBOOK:

9/1/24

84975	FACEBOOK	09/01/2024	10/09/2024	15.22	15.22	Open	N
	PD EMPLOYMENT ADS	pziemer					10/09/2024
225-2120-43350	PRINTING/LEGAL PUBLICATION			15.22			
	Total for vendor 4054 - FACEBOOK:			15.22	15.22		

Vendor MISC - FIRST TACTICAL:

9/19/24

84994	FIRST TACTICAL	09/19/2024	10/09/2024	129.98	129.98	Open	N
	710 - UNIFORM PANTS X2	pziemer					10/09/2024
225-2120-41113	UNIFORM ALLOWANCE			129.98			
	Total for vendor MISC - FIRST TACTICAL:			129.98	129.98		

Vendor 4192 - MARRIOTT:

9/5/24

84979	MARRIOTT	09/05/2024	10/09/2024	155.02	155.02	Open	N
	714 LELS TRAINING - HOTEL	pziemer					10/09/2024
225-2120-43330	PROFESSIONAL DEVELOPMENT			155.02			
	Total for vendor 4192 - MARRIOTT:			155.02	155.02		

Vendor 2392 - MENARDS:

9/11/24 - 2

84988	MENARDS	09/11/2024	10/09/2024	17.25	17.25	Open	N
	TRAINING SUPPLIES	pziemer					10/09/2024
225-2120-43330	PROFESSIONAL DEVELOPMENT			17.25			

9/12/24

84989	MENARDS	09/12/2024	10/09/2024	5.70	5.70	Open	N
	SQD WINDSHIELD WASH	pziemer					10/09/2024
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			5.70			
	Total for vendor 2392 - MENARDS:			22.95	22.95		

Vendor 0418 - MN CHIEF'S OF POLICE ASSO:

10/03/2024 01:49 PM

User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 10/07/2024 - 10/07/2024

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 32/38

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						

PCard: 2257 U.S. BANK Card Holder: POLICE

9/12/24

84990	MN CHIEF'S OF POLICE ASSO	09/12/2024	10/09/2024	250.00	250.00	Open	N
	701 - CRITICAL ISSUES TRNG	pziemer					10/09/2024
225-2120-43330	PROFESSIONAL DEVELOPMENT			250.00			
	Total for vendor 0418 - MN CHIEF'S OF POLICE ASSO:			250.00	250.00		

Vendor 3721 - NATIONAL TACTICAL OFFICER ASSC:

9/25/24

84997	NATIONAL TACTICAL OFFICER ASSC	09/25/2024	10/09/2024	779.00	779.00	Open	N
	710 BASIC CRISIS NEGOTIATION TRNG	pziemer					10/09/2024
225-2120-43330	PROFESSIONAL DEVELOPMENT			779.00			

9/24/24

84998	NATIONAL TACTICAL OFFICER ASSC	09/24/2024	10/09/2024	375.00	375.00	Open	N
	710 ADVANCED CRISIS NEGOTIATIONS TRNG	pziemer					10/09/2024
101-0000-15510	PREPAID OTHER			375.00			
	Total for vendor 3721 - NATIONAL TACTICAL OFFICER ASSC:			1,154.00	1,154.00		

Vendor 0497 - SIRCHIE FINGER PRINT LABORATORIES, :

9/11/24

84991	SIRCHIE FINGER PRINT LABORATORIES,	09/11/2024	10/09/2024	254.28	254.28	Open	N
	EVIDENCE SUPPLIES	pziemer					10/09/2024
225-2120-42210	OPERATING SUPPLIES			254.28			
	Total for vendor 0497 - SIRCHIE FINGER PRINT LABORATORIES, :			254.28	254.28		

Vendor 4306 - TACTACAM REVEAL:

9/7/24

84981	TACTACAM REVEAL	09/07/2024	10/09/2024	9.00	9.00	Open	N
	SEPT 24 CAMERA SUBSCRIPTION XTRA	pziemer					10/09/2024
225-2120-43433	DUES & SUBSCRIPTIONS			9.00			

9/7/24 - 2

84982	TACTACAM REVEAL	09/07/2024	10/09/2024	61.00	61.00	Open	N
	SEPT 24 CAMERA SUBSCRIPTION X5	pziemer					10/09/2024
225-2120-43433	DUES & SUBSCRIPTIONS			61.00			
	Total for vendor 4306 - TACTACAM REVEAL:			70.00	70.00		

Vendor 3703 - TRANSUNION RISK:

9/4/24

84977	TRANSUNION RISK	09/04/2024	10/09/2024	75.00	75.00	Open	N
	INVESTIGATIONS & PARKING TKT COLLECT	pziemer					10/09/2024
225-2120-42210	OPERATING SUPPLIES			75.00			
	Total for vendor 3703 - TRANSUNION RISK:			75.00	75.00		

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date

GL Distribution GRANT

PCard: 2257 U.S. BANK Card Holder: POLICE

Vendor 3697 - USPS:							
9/3/24							
84976	USPS	09/03/2024	10/09/2024	1.77	1.77	Open	N
	POSTAGE	pziemer					10/09/2024
	225-2120-43322	POSTAGE		1.77			
9/4/24							
84978	USPS	09/04/2024	10/09/2024	11.00	11.00	Open	N
	POSTAGE	pziemer					10/09/2024
	225-2120-43322	POSTAGE		11.00			
9/6/24							
84980	USPS	09/06/2024	10/09/2024	7.14	7.14	Open	N
	POSTAGE	pziemer					10/09/2024
	225-2120-43322	POSTAGE		7.14			
9/17/24							
84992	USPS	09/17/2024	10/09/2024	11.00	11.00	Open	N
	POSTAGE	pziemer					10/09/2024
	225-2120-43322	POSTAGE		11.00			
9/24/24							
84996	USPS	09/24/2024	10/09/2024	1.77	1.77	Open	N
	POSTAGE	pziemer					10/09/2024
	225-2120-43322	POSTAGE		1.77			
Total for vendor 3697 - USPS:				32.68	32.68		

Vendor 3924 - VISTA PRINT:							
9/19/24							
84995	VISTA PRINT	09/19/2024	10/09/2024	30.98	30.98	Open	N
	710 BUSINESS CARDS	pziemer					10/09/2024
	225-2120-42210	OPERATING SUPPLIES		30.98			
Total for vendor 3924 - VISTA PRINT:				30.98	30.98		

Total PCard: 2257 U.S. BANK Card Holder: POLICE	3,174.08	3,174.08
---	----------	----------

10/03/2024 01:49 PM

User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 10/07/2024 - 10/07/2024

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 34/38

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						

PCard: 2257 U.S. BANK Card Holder: STREETS

Vendor 3711 - COSTCO:

9/9/24							
85000	COSTCO	09/09/2024	10/09/2024	158.18	158.18	Open	N
	BBQ SUPPLIES - EMPLY APPRECIATION 20	pziemer					10/09/2024
	278-6515-43430	MISCELLANEOUS		158.18			
9/9/24 - 2							
85001	COSTCO	09/09/2024	10/09/2024	412.31	412.31	Open	N
	BBQ SUPPLIES - EMPLY APPRECIATION 20	pziemer					10/09/2024
	278-6515-43430	MISCELLANEOUS		412.31			
	Total for vendor 3711 - COSTCO:			570.49	570.49		

Vendor 0900 - CUB FOODS - BRAINERD:

9/9/24							
85002	CUB FOODS - BRAINERD	09/09/2024	10/09/2024	101.70	101.70	Open	N
	BBQ SUPPLIES - EMPLY APPRECIATION 20	pziemer					10/09/2024
	278-6515-43430	MISCELLANEOUS		101.70			
9/17/24							
85004	CUB FOODS - BRAINERD	09/17/2024	10/09/2024	259.95	259.95	Open	N
	BBQ SUPPLIES - EMPLY APPRECIATION 20	pziemer					10/09/2024
	278-6515-43430	MISCELLANEOUS		259.95			
9/17/24 - 2							
85005	CUB FOODS - BRAINERD	09/17/2024	10/09/2024	301.94	301.94	Open	N
	BBQ SUPPLIES - EMPLY APPRECIATION 20	pziemer					10/09/2024
	278-6515-43430	MISCELLANEOUS		301.94			
	Total for vendor 0900 - CUB FOODS - BRAINERD:			663.59	663.59		

Vendor MISC - THE SMOKESTACK BBQ SUPPLY:

9/5/24							
84999	THE SMOKESTACK BBQ SUPPLY	09/05/2024	10/09/2024	57.96	57.96	Open	N
	BBQ SUPPLIES - EMPLY APPRECIATION 20	pziemer					10/09/2024
	278-6515-43430	MISCELLANEOUS		57.96			
	Total for vendor MISC - THE SMOKESTACK BBQ SUPPLY:			57.96	57.96		

Vendor 0006 - WALMART COMMUNITY/GECRB:

9/11/24							
85003	WALMART COMMUNITY/GECRB	09/11/2024	10/09/2024	49.48	49.48	Open	N
	BBQ SUPPLIES - EMPLY APPRECIATION 20	pziemer					10/09/2024
	278-6515-43430	MISCELLANEOUS		49.48			
	Total for vendor 0006 - WALMART COMMUNITY/GECRB:			49.48	49.48		

Total PCard: 2257 U.S. BANK Card Holder: STREETS

1,341.52

1,341.52

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
# of Invoices:	231	# Due:	231	Totals:	1,250,010.46		1,250,010.46
# of Credit Memos:	5	# Due:	5	Totals:	(601.90)		(601.90)
Net of Invoices and Credit Memos:				1,249,408.56	1,249,408.56		

--- TOTALS BY GL DISTRIBUTION ---

101-0000-14100	DUE FROM COMPONENT UNIT	4,102.60
101-0000-15500	PREPAID EXPENSE	3,432.64
101-0000-15510	PREPAID OTHER	4,795.76
101-0000-20600	BFG23-0016	4,211.00
101-0000-20850	DUE TO COMPONENT UNIT	75.55
101-0000-22801	DUE TO CUSTOMERS	1,000.00
101-1400-43330	PROFESSIONAL DEVELOPMENT	629.00
101-1400-43433	DUES & SUBSCRIPTIONS	388.00
101-1700-43433	DUES & SUBSCRIPTIONS	1,033.00
101-1800-42210	OPERATING SUPPLIES	795.45
101-1800-43300	PROFESSIONAL SERVICES	4,026.00
101-1800-43309	COMPUTER SUPPORT	7,618.38
101-1800-43321	TELEPHONE	2,781.38
101-1940-42200	OFFICE SUPPLIES	827.42
101-1940-42220	REPAIR & MAINT	44.99
101-1940-43380	UTILITIES	195.14
101-1940-43410	RENTAL EXPENSE	91.20
101-2400-42210	OPERATING SUPPLIES	3.95
101-2400-43330	PROFESSIONAL DEVELOPMENT	100.00
101-2400-43350	PRINTING/LEGAL PUBLICATION	430.25
101-9200-43300	PROFESSIONAL SERVICES	9,806.20
101-9200-43350	LEGAL PUBLICATIONS	413.65
202-6323-45510	CAPITAL - RESIDENTIAL	1,440.00
203-9000-42200	OFFICE SUPPLIES	486.68
203-9000-43401	VEHICLE REPAIRS	10,322.50
203-9000-43430	MISCELLANEOUS	5,000.00
203-9000-43440	TRANSIT SERVICE CONTRACT PY	82,707.09
211-0000-20800	DUE TO OTHER GOVT UNITS	203.30
211-5500-42220	REPAIR & MAINT	2,301.29
211-5500-42240	LIBRARY MATERIALS	37.17
211-5500-43300	PROFESSIONAL SERVICES	675.00
211-5500-43380	UTILITIES	872.46
211-5500-43430	MISCELLANEOUS	84.01
211-5501-43430	MISC - SPECIFIED DONATION USE	654.57
211-5503-43430	MISC - USE OF HOLDEN TRUST	45.00
211-5508-43430	MISCELLANEOUS	492.00
225-2120-35102	PARKING FINES	25.00
225-2120-41113	UNIFORM ALLOWANCE	165.25
225-2120-42200	OFFICE SUPPLIES	153.06
225-2120-42210	OPERATING SUPPLIES	1,666.13
225-2120-42220	REPAIR & MAINT	913.64
225-2120-42221	SQUAD CAR REPAIR SUPPLIES	790.45
225-2120-42240	SMALL TOOLS	3.58
225-2120-43300	PROFESSIONAL SERVICES	596.54
225-2120-43322	POSTAGE	32.68
225-2120-43330	PROFESSIONAL DEVELOPMENT	3,080.37
225-2120-43350	PRINTING/LEGAL PUBLICATION	15.22
225-2120-43380	UTILITIES	63.95

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
	225-2120-43430	MISCELLANEOUS		39.99			
	225-2120-43433	DUES & SUBSCRIPTIONS		70.00			
	225-2127-43310	MISDEMEANOR PROSECUTOR		18,883.33			
	225-2220-42210	OPERATING SUPPLIES		11,541.81			
	225-2220-42221	R&M BUILDING		503.55			
	225-2220-42250	PERSONAL PROTECTIVE GEAR		30,395.59			
	225-2220-43321	TELEPHONE		344.07			
	225-2220-43330	PROFESSIONAL DEVELOPMENT		4,687.80			
	225-2220-43331	LEASED PAYMENTS		80.69			
	225-2220-43380	UTILITIES		68.43			
	225-2220-45550	CAPITAL - VEHICLES		8,991.73			
	225-2225-43473	REMIT STATE FIRE AID		306,214.05			
	225-2700-43300	PROFESSIONAL SERVICES		5,087.33			
	225-2700-43430	MISCELLANEOUS		2,610.00			
	229-0000-43300-23:08	PROFESSIONAL SERVICES		136.20			
	229-0000-43300-23:09	PROFESSIONAL SERVICES		136.20			
	229-0000-43300-23:10	PROFESSIONAL SERVICES		269.70			
	229-0000-45530-23:26	PYMTS TO CONTRACTORS		15,000.00			
	230-5200-42200	OFFICE SUPPLIES		100.37			
	230-5200-42220	REPAIR & MAINT		5,417.93			
	230-5200-42221	R&M- MILLS FIELD		175.00			
	230-5200-43330	PROFESSIONAL DEVELOPMENT		481.92			
	230-5200-43380	UTILITIES		39.69			
	230-5200-43430	MISCELLANEOUS		195.00			
	230-5204-42210	OPERATING SUPPLIES		147.66			
	230-5280-42220	REPAIR & MAINT		126.83			
	235-3100-42220	REPAIR & MAINT		4,181.89			
	235-3100-43380	UTILITIES		39.70			
	235-3100-43410	RENTAL EXPENSE		84.85			
	235-3100-43430	MISCELLANEOUS		457.61			
	235-3125-42210	OPERATING SUPPLIES		2,263.84			
	235-3125-42220	REPAIR & MAINT		520.04			
	235-3170-42210	OPERATING SUPPLIES		392.56			
	237-3190-42220	REPAIR & MAINT		16,292.60			
	260-9020-43300	PROFESSIONAL SERVICES		109.20			
	260-9020-43309	COMPUTER SUPPORT		516.66			
	278-6515-43430	MISCELLANEOUS		1,606.86			
	295-6510-43300	PROFESSIONAL SERVICES		10,720.35			
	400-9050-45530	CAPITAL - OTHER		42,978.76			
	401-1003-43350	LEGAL PUBLICATIONS		118.13			
	401-9030-43300-21:15	PROFESSIONAL SERVICES		2,466.00			
	401-9030-43300-22:08	PROFESSIONAL SERVICES		4,055.00			
	401-9030-43300-23:13	PROFESSIONAL SERVICES		22,029.10			
	401-9030-43300-24:06	PROFESSIONAL SERVICES		700.00			
	401-9030-43350-22:08	LEGAL PUBLICATIONS		185.44			
	401-9030-43430	MISCELLANEOUS		17.78			
	401-9030-45530-22:08	CAPITAL-PYMTS TO CONTRACTS		560,148.32			
	401-9030-45530-24:07	CAPITAL-PYMTS TO CONTRACTS		8,150.50			

10/03/2024 01:49 PM

User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 10/07/2024 - 10/07/2024

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 37/38

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
--- TOTALS BY FUND ---							
101 -	GENERAL FUND			46,801.56	46,801.56		
202 -	SCDP GRANTS			1,440.00	1,440.00		
203 -	TRANSIT FUND			98,516.27	98,516.27		
211 -	LIBRARY FUND			5,364.80	5,364.80		
225 -	PUBLIC SAFETY FUND			397,024.24	397,024.24		
229 -	PANDEMIC GRANTS			15,542.10	15,542.10		
230 -	PARK & RECREATION FUND			6,684.40	6,684.40		
235 -	STREET & SEWER FUND			7,940.49	7,940.49		
237 -	SANITARY SEWER FUND			16,292.60	16,292.60		
260 -	AIRPORT FUND			625.86	625.86		
278 -	HEALTHY EMPLOYE INITIATIVE			1,606.86	1,606.86		
295 -	EDA FUND			10,720.35	10,720.35		
400 -	CAPITAL PROJECTS FUND			42,978.76	42,978.76		
401 -	CONSTRUCTION FUND			597,870.27	597,870.27		
--- TOTALS BY DEPT/ACTIVITY ---							
0000 -				33,362.95	33,362.95		
1003 -	10:03 DWNTWN MAIN CNTRACT			118.13	118.13		
1400 -	ADMINISTRATION			1,017.00	1,017.00		
1700 -	ENGINEERING			1,033.00	1,033.00		
1800 -	IT/GIS			15,221.21	15,221.21		
1940 -	CITY HALL			1,158.75	1,158.75		
2120 -	POLICE DEPARTMENT			7,615.86	7,615.86		
2127 -	MISDEMEANOR PROSECUTOR			18,883.33	18,883.33		
2220 -	FIRE DEPARTMENT			56,613.67	56,613.67		
2225 -	PAID ON-CALL FIRE DEPT			306,214.05	306,214.05		
2400 -	COMMUNITY DEVL/INSPECTION			534.20	534.20		
2700 -	ANIMAL CONTROL			7,697.33	7,697.33		
3100 -	S & S MAINTENANCE			4,764.05	4,764.05		
3125 -	SNOW REMOVAL			2,783.88	2,783.88		
3170 -	TRAFFIC CONTROL			392.56	392.56		
3190 -	SANITARY SEWER EXPENSE			16,292.60	16,292.60		
5200 -	PARK MAIN/ADMINISTRATION			6,409.91	6,409.91		
5204 -	CONCESSIONS			147.66	147.66		
5280 -	CAMPGROUND			126.83	126.83		
5500 -	LIBRARY-BUDGETED			3,969.93	3,969.93		
5501 -	SPECIFIED DONATION USE			654.57	654.57		
5503 -	HOLDEN TRUST DONATION USE			45.00	45.00		
5508 -	MILLIE GJERTSON			492.00	492.00		
6323 -	SE BRAINERD SCDP GRANT			1,440.00	1,440.00		
6510 -	ECONOMIC DEVELOPMENT AUTH			10,720.35	10,720.35		
6515 -	HEALTHY EMPLOYE INITIATIVE			1,606.86	1,606.86		

10/03/2024 01:49 PM
User: pziemer
DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD
EXP CHECK RUN DATES 10/07/2024 - 10/07/2024
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
GL Distribution GRANT							
--- TOTALS BY DEPT/ACTIVITY ---							
	9000 - TRANSIT FUND			98,516.27	98,516.27		
	9020 - AIRPORT M & O			625.86	625.86		
	9030 - CONSTRUCTION PROJ-MISC			597,752.14	597,752.14		
	9050 - CAPITAL PROJECTS-MISC			42,978.76	42,978.76		
	9200 - CITY-WIDE			10,219.85	10,219.85		

Pursuant to due call and notice thereof, the regular meeting of the Brainerd City Council was called to order at 7:30 P.M. by Council President Bevans.

Upon roll call, the following members were noted as present: O'Day, Stunek, Stenglein, Johnson, Czeczok, and Bevans. Mayor Badeaux was also noted as present. Member Terry was noted as absent.

Council President Bevans opened the meeting with the Pledge of Allegiance to the flag.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STENGLEIN, DULY CARRIED, TO APPROVE THE AGENDA.

MOVED AND SECONDED BY COUNCIL MEMBERS STENGLEIN AND STUNEK TO APPROVE THE CONSENT CALENDAR.

- A. Approval of Bills
- B. Approval of Minutes
- C. Department Activity Report
- D. Approve MN Lawful Gambling Application Submitted by St. Francis Church for an Event to be held on March 29, 2025 & November 22, 2025, at St. Andrew's Church 1108 Willow St.
- E. Approve MN Lawful Gambling Application Submitted by St. Vincent De Paul for an Event to be held on November 2, 2024, at St. Francis Church, 411 N 10th St.
- F. Adopt Resolution Accepting 2nd Quarter Donations
- G. Approve Summary of City Administrator Broyles Six-month Performance Evaluation held September 3, 2024.
- H. Approve Event/Alley Closure Application - Zion Lutheran Trunk-or-Treat
- I. Approve Event/Street Closure Application - Fire Department Open House

Upon roll call, Council Members O'Day, Stunek, Stenglein, Johnson, Czeczok, and Bevans voted "aye". No member voted "nay". The Chair declared the motion carried.

Presentation

BLADE Presentation

Talia Brodhead, BLADE Coalition, presented the mission, goals, and events held by BLADE in 2024.

Member Czeczok thanked Ms. Brodhead for her presentation. He asked whether BLADE condones recreational marijuana use and whether the organization made any push back at the State level.

Ms. Brodhead stated that BLADE does not condone recreational marijuana use, they were not involved in State legislation.

Member Stenglein asked about the Narcan vending machine whether it is nasal or needle.

Member Bevans asked how to get involved.

Ms. Brodhead stated that the vending machine has nasal spray. You can e-mail her or connect on Facebook.

Council Committee Reports

Personnel and Finance Committee

Authorize Sale of Retired Community Service Officer Vehicle

Committee Chair Johnson stated that the vehicle has about 40,000 miles on it.

Member Czczok asked if this an auction or sale outright.

Finance Director Hillman stated that she believes it is an auction through Enterprise.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK, DULY CARRIED, TO AUTHORIZE THE SALE OF RETIRED COMMUNITY SERVICE OFFICER VEHICLE #443 UTILIZING ENTERPRISE FLEET MANAGEMENT.

Adopt Resolution Authorizing The Execution Of Traffic Safety Enforcement Grant

Committee Chair Johnson stated that this is a grant that the City applies for each year as the administrator of the grant. The grant covers the County and its municipalities.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK TO ADOPT RESOLUTION AUTHORIZING POLICE CHIEF JOHN DAVIS THE AUTHORITY TO EXECUTE THE 2024 TRAFFIC SAFETY ENFORCEMENT GRANT.

RESOLUTION 35:24

Upon roll call, Council Members O'Day, Stunek, Stenglein, Johnson, Czczok, and Bevans voted "aye". No member voted "nay". The Chair declared the motion carried.

Review Proposed Fee Schedule

Committee Chair Johnson stated that previously the fee schedule was adopted by resolution. These changes to the current City Code will come back to the Council as an ordinance.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK, DULY CARRIED, TO DIRECT STAFF TO DRAFT AN ORDINANCE REGARDING THE PROPOSED FEES.

Approval of 2025 Health Insurance Renewal

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK, DULY CARRIED, TO APPROVE THE 2025 HEALTH INSURANCE RENEWAL AS RECEIVED FROM THE BETTER HEALTH COLLECTIVE WITH AN AVERAGE 8% ANNUAL INCREASE ACROSS ALL FOUR OF OUR HEALTH PLANS AND WITH A 15% RATE CAP FOR OUR 2026 RENEWAL.

Discussion of 2025 HRA Preliminary Levy

Committee Chair Johnson stated that the HRA requested \$218,991 dollars. In committee, there was a split vote to approve \$173,960 as the preliminary levy. He stated that this is the amount that was levied for 2024.

Member O'Day stated that the Council received a letter from HRA Board Director Duval. He asked for the differences between the amount levied in 2024 and the amount requested in 2025.

Committee Chair Johnson stated that the primary difference was that they increased a line item for Board Initiatives by \$45,000 with the possibility of Brainerd Oaks project receiving a Workforce Housing grant and the need for gap funding. The request also increases their fund balance by \$30,000.

Member Czczok stated that as he understands the developer of Outlot F is requesting \$100,000 from the Housing Trust Fund which the City contributes to, and the additional amount would also be the responsibility of our taxpayers.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK, DULY CARRIED, TO SET THE 2025 HRA PRELIMINARY LEVY AT \$173,960.

Discussion of 2025 Preliminary Park Board Budget

Committee Chair Johnson stated that the committee would like to have the Park Board review the budget again.

Member Czczok asked for the percentage of the addition of two part time employees.

Committee Chair Johnson stated that it would be about a 1%-2% increase.

Safety and Public Works Committee

Award 2024-2025 Downtown Snow Removal Bid

Committee Chair O'Day stated that there were two very similar bids. The City has been assured that Advantage Home Pros has the proper equipment. He stated that Tom's Backhoe has always done a good job.

Member Czczok stated that he believes this may lead to a lower cost next year.

Member Johnson stated that this may be a risk to save a minimal amount.

Member Stunek asked about the process to change contractors if the City feels that the contract is not being upheld.

City Engineer/Public Works Director Dehn stated that if the contractor is not meeting the specifications of the contract, the City can issue a notice to cure to the contractor.

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND CZECZOK, DULY CARRIED, TO AWARD THE 2024-2025 DOWNTOWN SNOW REMOVAL SERVICES CONTRACT TO ADVANTAGE HOME PROS.

Approve Bridge Inspection Services Proposal

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND STENGLEIN, DULY CARRIED, TO APPROVE THE PROPOSAL FROM BOLTON & MENK FOR BRIDGE INSPECTION SERVICES IN THE AMOUNT OF \$2,400.

Approve Traffic Control Change at Intersection of 5th Avenue NE and D Street NE

Committee Chair O'Day stated that the intersection was researched and did not warrant being a 4-way stop. However, with the Highway 210 construction upcoming there may be changes to traffic throughout northeast.

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND CZECZOK, DULY CARRIED, TO MAINTAIN THE CURRENT TRAFFIC CONTROL AT 5TH AVENUE NE AND D ST.

Direction Requested regarding Signs within the Right of Way

Committee Chair O'Day stated that we are in an election season, there are signs that pop up in the right of way. Like most other property maintenance ordinances, some of the committee members felt it important to stay complaint based.

Member Stenglein stated that she was the dissenting vote in committee. She feels that signs in the right of way should be actively enforced because she feels it puts staff in an awkward position if they have to explain why they took certain signs and not others.

Member Czeczok stated that there could be another motion if this motion passes, that if staff is called to a location due to a complaint that if they see other signs while on location they should move them as well.

Member Bevans will vote no, he believes that if its in the right of way it should be picked up. He agrees with Member Stenglein that it could be awkward for staff.

Member O'Day stated that it should be more of a commonsense approach as staff should not be out measuring exactly where the sign is in a yard.

Mayor Badeaux stated that he does not wish to relive "sign gate". If there is a danger, staff could remove it. If the City is driving around picking up signs, we're wasting the citizens time and money.

Member Czeczok stated that if staff is going to enforce the code, that staff needs to be more aware.

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND CZECZOK TO DIRECT STAFF TO REMAIN COMPLAINT BASED REGARDING SIGNS IN THE RIGHT-OF-WAY.

Council Members O'Day, Stunek, Johnson, and Czeczok voted "aye". Members Stenglein and Bevans voted "nay". The Chair declared the motion carried.

Consider Past Citations for 1002 15th St SE - Mike Degen

Committee Chair O'Day stated that Mr. Degen had a tenant he could not evict and conflicting citations issued by multiple staff members. The property has been cleaned and sold. He offered to pay the administrative portion of the citation.

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND CZECZOK, DULY CARRIED, TO FORGIVE THE PREVIOUS OWNER \$500 WORTH OF THE ASSESSMENT.

Consider Past Citations and Abatements for 1113 Rosewood St - Dave Braverman

Committee Chair O'Day stated that Mr. Braverman was not able to get into his property due to legal restrictions. He has reclaimed the property and has cleaned up the property. The abatements are not typically forgiven but the committee chose to relieve him of the current citations.

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND CZECZOK, DULY CARRIED, TO FORGIVE ALL CITATIONS AND ASSESS FOR THE AMOUNT OF THE ABATEMENTS.

Unfinished Business

Accept Colin Francis Resignation from Planning Commission

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STENGLEIN, DULY CARRIED, TO ACCEPT THE RESIGNATION OF COLIN FRANCIS FROM THE PLANNING COMMISSION.

Call for Applicants – Informational:

Mayor Recommended: (terms to expire on 12/31 of said year)

Charter Commission – 2 terms (Expire 2026) 2 terms (Expire 2025)

Transportation Advisory Committee- 2 terms (Expire 2025)

Mayor Recommended: (terms to expire on 9/7 of said year)

Economic Development Authority- 1 term (Expire 2026)

Council President Recommended: (terms expire on 12/31 of said year)

Parking Commission-- 1 term (Expire 2026) 1 term (Expire 2028)

Planning Commission—1 term (Expire 2026)

Discussion of Airport Commission 2025 Levy Request

Chair Bevans opened discussion on the motion that was tabled from the September 3rd meeting regarding the Airport Levy.

Member Johnson stated that he was the no vote in committee. He sees no reason to increase the amount if the County is not increasing their contribution and due to the difficult budget in 2025.

Member Czeczok stated that throughout the process, one of the things that was very clear is that the fair thing to do would be for the County to take over the entire levy. Once it was determined that there would be additional staff work, the County decided against ownership. The Brainerd citizens are taxed twice, he is not in favor.

Mayor Badeaux stated that with the current budgetary concerns, he believes the City should be tightening their belts. He is in favor of keeping the Airport Levy flat.

MOVED AND SECONDED BY COUNCIL MEMBERS TERRY AND STUNEK TO SET THE AIRPORT PRELIMINARY LEVY AT \$150,000 FOR 2025.

Members O'Day, Stunek, and Stenglein voted "aye". Members Johnson, Czeczok, and Bevans voted "nay". The Chair declared a tie vote. Mayor Badeaux voted "nay". The Chair declared the motion failed.

Member Czeczok stated that this is an unfair tax situation for the City of Brainerd citizens. No one has given him a rational explanation as to why the County cannot administer the entire levy for the Airport. If the levy were spread among the entire County taxbase, it would be more fair. The County has a chance to do the right thing. The City still has its horse in the race with all of the staffing that the Brainerd taxpayers pay for.

Member Johnson asked whether the City could set their levy to \$1,000.

Attorney Langel stated that the ordinance was adopted by both parties. It contained language that stated that if one party reduced their levy, the other party could choose to do the same.

Member Czeczok clarified that the other party can choose to reduce their levy if one party reduces the levy.

Member Bevans stated that the County didn't even address the City's request at the last Commission meeting. He thinks that that is a little disappointing. The City needs to do what's best for its citizens. The County administering the levy is what would be best for the entire county.

Finance Director Hillman stated that the Council is setting the preliminary levy. If it is set at \$1,000, and later increases it to \$146,080 the City would need to reduce the operating levy.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND JOHNSON TO SET THE AIRPORT PRELIMINARY LEVY FOR 2025 AT \$1,000.

Upon roll call, Members O'Day Stunek, Johnson, Czeczok, and Bevans voted "aye". Member Stenglein voted "nay". The Chair declared the motion carried.

Final Reading - Proposed Ordinance 1572 - Prohibiting Outdoor Storage for Crypto Mining and Similar Uses

Community Development Director Kramvik gave an overview of the ordinance.

MOVED AND SECONDED BY COUNCIL MEMBERS STENGLEIN AND STUNEK, DULY CARRIED, TO CONDUCT THE FINAL READING OF ORDINANCE 1572 AND DISPENSE WITH THE ACTUAL READING.

Member Stenglein stated that this is a step, there needs to be a more global view of sound.

MOVED AND SECONDED BY COUNCIL MEMBERS STENGLEIN AND O'DAY TO ADOPT ORDINANCE 1572.

ORDINANCE 1572

Upon roll call, Council Members O'Day, Stunek, Stenglein, Johnson, Czeczok, and Bevans voted "aye". No member voted "nay". The Chair declared the motion carried.

Final Reading - Proposed Ordinance 1573 - Regulating Garage Requirements for Residential Housing Units

Community Development Director Kramvik gave an overview of the ordinance.

MOVED AND SECONDED BY COUNCIL MEMBERS STENGLEIN AND CZECZOK, DULY CARRIED, TO CONDUCT THE FINAL READING OF ORDINANCE 1573 AND DISPENSE WITH THE ACTUAL READING.

Member Stenglein stated that the market will dictate the need for garages. This gives some flexibility in what is required of builders and developers in our community.

MOVED AND SECONDED BY COUNCIL MEMBERS STENGLEIN AND CZECZOK TO ADOPT ORDINANCE 1573.

ORDINANCE 1573

Upon roll call, Council Members O'Day, Stunek, Stenglein, Johnson, Czczok, and Bevans voted "aye". No member voted "nay". The Chair declared the motion carried.

Adopt Resolution Setting the 2025 Preliminary Levy for the City of Brainerd and the Brainerd HRA, and Motion to Set Date and Time for the Budget Public Hearing

Finance Director Hillman Staff stated that staff received very preliminary market value information from the County. The preliminary data shows an estimated increase in estimated market value and net tax capacity of 4.13% and 2.38% respectively. At the August 26th workshop, the P&F Chair, Council President and City Administrator's budget was presented to Council, and it showed the levy would need to be increased by \$601,391 or 8.64% over the 2024 levy. This was keeping the levies for the Library, EDA and Airport at the same funding level as 2024. The budget has been updated to include health insurance rates, estimated amounts for prosecution services, a net of \$25,000 with the continuing agreement with Mr. Sadusky, and the increased Library levy. With these changes, the current budget shows a levy increase of \$570,356 or 8.20%. This assumes an airport levy of \$146,080. With the Airport preliminary levy set at \$1,000 it could bring the levy to \$7,384,536 which is about 6.12% increase over 2024. Typically, a separate budget hearing meeting is set, but Council could choose to hold it on the same night of a Council meeting.

Member Johnson stated that he picked 8%. He fully expects being below 6% by December. He didn't think it fair to go down to the 6% with the Airport at \$1,000 because it may come back in a few months that that amount isn't going to work for the Airport. He believes there should be some flexibility.

Member Czczok asked for clarification on the amount from Member Johnson.

Member Johnson stated that the preliminary levy being set at \$7,515,698 is about \$140,000 more than what could be reduced. He wants to ensure that there is flexibility if the County comes back and says that it could consider that in three years it could take over the levy. The Airport is at \$1,000, with his motion he has allowed for room in the levy in case it is needed.

Finance Director Hillman clarified the amounts.

Mayor Badeaux stated that he has a gigantic problem with the City just presenting numbers and that's what the Council goes with. The work needs to be done to reduce the amount actually levied by the end of the year.

Member O'Day stated that he agrees with Mayor Badeaux. He stated that at some point every line item needs to be reviewed to remove items that are not necessary. At home, if you don't have enough money you don't dig in someone else's pocket to make up the difference. Setting the preliminary at 8% is not acceptable.

Member Czczok asked whether the street scanning equipment is still in the budget. He is not in favor of the software.

Member Johnson stated that the street scanning equipment is still in the capital budget.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STENGLEIN TO ADOPT RESOLUTION SETTING THE PRELIMINARY AT \$7,515,698 PLUS \$173,960 FOR THE HRA.

RESOLUTION 36:24

Upon roll call, Council Members Stunek, Stenglein, Johnson, and Bevans voted "aye". Members O'Day and Czczok voted "nay". The Chair declared the motion carried.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND JOHNSON, DULY CARRIED, TO SET THE BUDGET PUBLIC HEARING FOR DECEMBER 2ND AT 7:30 P.M. DURING THE REGULAR COUNCIL MEETING.

New Business

Adopt Resolution Declaring Costs to be Assessed for Nuisance, Downtown Snow Removal, and Downtown Special Services Assessments and Call for Public Hearing

City Engineer/Public Works Director Dehn gave an overview of the assessment.

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND STENGLEIN TO ADOPT RESOLUTION WHICH DECLARES THE COST TO BE ASSESSED, ORDERS THE PREPARATION OF THE PROPOSED ASSESSMENT, AND SETS A PUBLIC HEARING ON THE PROPOSED ASSESSMENT ON OCTOBER 21, 2024, AT 7:30 P.M.

RESOLUTION 37:24

Upon roll call, Council Members O'Day, Stunek, Stenglein, Johnson, Czczok, and Bevans voted "aye". No member voted "nay". The Chair declared the motion carried.

Adopt Resolution Declaring Costs to be Assessed for Improvement 22-08- South Brainerd Reconstruction Assessments and Call for Public Hearing

City Engineer/Public Works Director Dehn gave an overview of the assessments for the South Brainerd Construction Project.

MOVED AND SECONDED BY COUNCIL MEMBERS STENGLEIN AND CZECZOK TO ADOPT RESOLUTION WHICH DECLARES THE COST TO BE ASSESSED, ORDERS THE PREPARATION OF THE PROPOSED ASSESSMENT, AND SETS A PUBLIC HEARING ON THE PROPOSED ASSESSMENT ON OCTOBER 21, 2024, AT 7:30 P.M.

RESOLUTION 38:24

Upon roll call, Council Members O'Day, Stunek, Stenglein, Johnson, Czczok, and Bevans voted "aye". No member voted "nay". The Chair declared the motion carried.

Discussion on the Parking Commission

Community Development Director Kramvik gave an overview of the reason staff is recommending that the Parking Commission be decommissioned.

Member Czeczok asked for clarification on quorum.

Attorney Langel stated that the vacancies do not count toward the number of members. With 2 vacancies, the committee is now a 3-person committee. Two members in attendance would be a quorum.

Member O'Day stated that there are regulations for parking that have to go through other commissions.

Mayor Badeaux stated that the work that was done by the Commission was grand. This is not an indication that the City of Brainerd does not take parking seriously.

Member Stenglein stated that she is concerned that this is the third commission that has been decommissioned that has been put on SPW. She is in favor of citizen input. However, she does not see parking commission as where citizens need to be.

Member Czeczok stated that he will be voting no, as there is nothing wrong having the full council have the discussion. When you're not on the committee, you don't have the opportunity to be a part of the discussion.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND O'DAY TO DECOMMISSION THE PARKING COMMISSION AND HAVE THE SAFETY AND PUBLIC WORKS COMMITTEE MAKE FUTURE RECOMMENDATIONS TO THE CITY COUNCIL.

Council Members O'Day, Stunek, Stenglein, Johnson, and Bevans voted "aye". Member Czeczok voted "nay". The Chair declared the motion carried.

Public Forum

The Chair opened the public forum at 8:46 p.m.

No one came forward.

The Chair closed the public forum at 8:47 p.m.

Staff Reports

HRA Director Charpentier stated that Minnesota Housing will be considering the two projects next week for the Workforce Housing Grant. The Northstar exterior project is wrapping up, the improvements add to the aesthetic of Lyman P. White Park. He will be speaking at the Rosenmeier Forum with former City Administrator Bergman on Tuesday, September 17th.

IT/GIS Director Strong stated that CLC has hired a new station manager, and he will be meeting with them soon. Cable content will be updated more frequently.

City Engineer/Public Works Director Dehn stated that the Laurel Street Bridge will be closed starting Monday, September 23rd until October 3rd in order to repair the joint on the bridge to finish the project. Staff was informed that there is potential alternative to move the funding for

the pedestrian bridge to be moved back a year. Moving the funds back a year could provide staff an opportunity to apply for more funding and other grants.

Community Development Director Kramvik stated that the EDA will be holding a special meeting on September 17th at 5:00 p.m. to consider BlockMetrix' updated proposal. Planning Commission is continuing their discussion on design standards. Touch a Truck and Flapjack Festival in downtown at 10:00 a.m. on September 21st.

City Administrator Broyles stated that the Wellness Committee is hosting the Employee Appreciation Event at the Public Works Building on September 19th. The Airport is hosting the full-size exercise on September 20th. He will be attending the national ICMA conference in Pittsburgh September 21st- 25th.

Mayor's Report

Mayor Badeaux stated that everyone was excited for the Police vs. Firefighter Softball game. He thanked the Officers and Firefighters for participating. There were about 300 people who attended. Member Stunek threw out the first pitches. The Police Department won Paul Bunyan's Bat. It's Homecoming Week for Brainerd this week. This Friday the Brainerd Warriors will be playing football against Alexandria. Thanks to the School District for all of the festivities.

Council Member Reports

Chair Bevans stated that Mrs. Mary Koep had a medical concern, and she wanted to let everyone know she is doing fine. She thanked the Police Department for their service and quick response.

Member Johnson is excited to watch Brainerd host Moorhead on Friday.

Member O'Day stated he is excited to attend all of the upcoming events.

Member Stenglein stated that the softball game was great. Her mom was confused by the score, but overall had a great time. She attended the MnDOT open house about the 371/210 Interchange, it'll be interesting to see the layout come to be. Region 5 TAC meeting they developed a long-range regional transit plan. It was interesting to see the similarities and differences in concerns by all of the communities. Her and Xenobia attended Pride in the Park, it was great. Connect Effect is being held once again at CLC this year if you want information connect with her.

Member Czczok stated that there is a TAC meeting on Thursday, September 19th.

Adjourn

MOVED AND SECONDED BY COUNCIL MEMBERS STUNEK AND O'DAY, TO ADJOURN THE MEETING TO THE EMPLOYEE APPRECIATION LUNCH AT 11:30 ON WEDNESDAY, SEPTEMBER 19TH AND THE FULL SCALE EXERCISE AT 11:00 ON THURSDAY, SEPTEMBER 20TH.

The Chair adjourned the meeting at 9:02 p.m.

Nicholas W. Broyles
City Administrator



Brainerd Fire Department Monthly Report

September 2024

September was a very busy month for the Brainerd Fire Department, marking the second busiest September in the department's history. We responded to several significant incidents throughout the month, showcasing our firefighters' dedication to serving the community in times of need. We are deeply thankful for their hard work and unwavering commitment.

We kicked off the month with a Fire vs. Police Softball game, which was a huge success. We appreciate the mayor's efforts in organizing the event, and it was a great opportunity for community engagement.



Another significant event was the annual 9/11 Memorial Stair Climb, which saw participation from several area departments and the BLA GrowRuck group. It was an important reminder to honor the brave men and women of the 9/11 attacks.



In addition, we conducted Paid On-call firefighter testing, with interviews scheduled for early October. We aim to hire 2-4 new firefighters to join our department by the end of the year. We continue to maintain good staffing levels and these hires are to replace future retirements.



Brainerd Fire Department Monthly Report

September 2024



September also featured valuable training for our firefighters and command staff. We conducted a pre-plan walk-through of the Northern Pacific properties and completed our annual Aircraft Rescue and Firefighting (ARFF) refresher training.

Our department also participated in the triannual full-scale airport exercise, enhancing the safety of those using the Brainerd Lakes Regional Airport. This training helps to maintain our strong working relationships with our public safety partners.



Community engagement continued with several fire safety education events, including the Touch a Truck Flapjack Festival held downtown. The Fire marshal also conducted several inspections for fire safety and permitting. We also provided fire extinguisher training for about 75 employees of a manufacturing plant in the community.

INSPECTIONS	
Fire Alarm	13
Hood Suppression	17
Commercial Kitchen Exhaust	5
5 Year Sprinkler	1
Sprinkler System	36
Fire Pump	2



Brainerd Fire Department Monthly Report

September 2024

BRAINERD FIRE COVERAGE AREA INCIDENT REPORT	
Type of NFIRS Incident (National Fire Incident Reporting System)	Coverage Area Total Incidents (Includes City of Brainerd)
Fire	8
Rescue & Emergency Medical Service	15
Hazardous Condition	3
Service Calls	5
Good Intent Call	9
Alarm Activation	16
TOTAL	56



Upcoming Event:

* Brainerd Fire Department Open House October 10th, 2024 from 5 PM to 7 PM.

* Basic Avalanche Awareness and Avalanche Rescue training November 21st or 22nd and November 23rd. <https://www.eventbrite.com/e/basic-avalanche-awareness-training-tickets-1008613639547>

Brainerd Fire Department in partnership with the Corey Borg-Massanari Foundation is excited to announce a unique training opportunity for the community. We will be offering recreational-level Avalanche Awareness and Avalanche Rescue training for all interested individuals.

Are you an outdoor enthusiast who travels west for skiing or snowmobiling? Do you need essential training to stay safe in the backcountry? This training is designed specifically for you. "It is estimated that less than 10% of Midwest backcountry travelers have any Avalanche safety training."

Our courses will provide crucial knowledge and skills to help you navigate avalanche-prone areas safely and effectively. Don't miss this chance to enhance your outdoor safety with expert guidance from our experienced instructors.

HR DIRECTOR REPORT



In this report:

- Union Updates
- Performance Evaluation Work Group
- Wellness Committee
- Personnel
- Open Enrollment

Union Updates

The IBEW Public Utility Union strike has officially been averted as both the City and Union have certified their final positions for consideration at an arbitration hearing. A list of seven arbitrators has been provided by the Bureau of Mediation Services and attorneys representing both the City and the Union are in the process of selecting the arbitrator. The arbitration will be held depending on the availability of all parties. It could be close to the end of the year before the arbitrator's decision is received.

A closed union negotiation strategy session will be scheduled for October 21st to prepare for negotiations with the LELS, Teamsters and United Steel Workers Unions whose contracts expire on December 31, 2024.

Performance Evaluation Work Group

This year's Performance Evaluation time frame has been pushed back to end on December 31st. With this adjustment, the eval period moving forward will be January 1st – December 31st with the review process to be fully completed by the last day in March. More information to come as the Work Group finalizes the process.

Wellness Committee

The 2024 Employee Appreciation Event took place on September 19th at the Public Works Garage. We had 84 employees attend and want to thank all those that took time out of your busy schedules to participate!

2024 Innovation and Exceptional Service Awards were announced at the Employee Appreciation Event. The winner of the Innovation Award was Mitch Lachelt and the Winner of the Exceptional Service Award was Charles Gammon. Congratulations to both of you and thank you for the amazing work you do for the City of Brainerd!

Our 2024 Flu Shot clinic with the City of Baxter took place on September 17th & 18th. We had 13 Brainerd employees participate. A big thank you to Sourcewell for funding this clinic for employees on their health plan.

Our annual Chili Cook Off will take place on October 23rd in the Fire Department Training Room. Please plan to attend and we would appreciate new contestants too. Please contact a Committee Member or myself if you are interested in being one of our chili cooks.

Personnel

New Hires/Promotions for City/BPU/HRA:

John Simmonds - Lineworker (9/3)
Travis Donnelly - Lineworker (9/16)
Cheri Morgan - Part-Time Airport Custodian (9/16)
Hannah Anderson - HRA Operations Admin Specialist (9/23)
Jude Gregerson - CSO (10/4)

Farewell to:

Haley Blank - Recreation Specialist (9/16)

Current Job Opportunities:

Public Works Director - Interviews scheduled for October 3.

Admin Specialist - Public Works Dept - Job Offer given and the applicant is going through the pre-employment process.

Transit Operation Specialist - Open until filled. Temporary employee will continue to assist during the vacancy.

Journey Electrical Lineworker - Job Offer given and the applicant is going through the pre-employment process.

Police Officer - Job Offer given and the applicant is going through the pre-employment process.

HRA Rental Assistance Specialist - Job Offer given and the applicant is going through the pre-employment process.

HRA Rehab Administrative Specialist - Job Offer given and the applicant is going through the pre-employment process.

Paid on-call Firefighter - Interviews are scheduled.

There are currently 10 City/HRA/Airport employees with Family & Medical Leave Act (FMLA) issues. 7 of those cases are for intermittent leave when needed.

Due to the recent resignation of the Recreation Specialist, numerous City Hall Staff are doing their best to absorb the Recreation Specialist's duties in hopes of continuing to provide expected customer service levels.

Open Enrollment

Our annual Open Enrollment meeting will take place on October 14th at 9 am. Employees will have the option to attend in-person in the Council Chambers or virtually. Since we will be transitioning from HealthPartners to Blue Cross/Blue Shield effective 1/1/25, we had to expedite our normal open enrollment timeframe. For 2025, Open Enrollment will commence on October 14th following the Open Enrollment meeting and will close at 4:30 pm on October 31st.

2025 health insurance election forms will be distributed to the Mayor and Council as well as members of the Public Utilities Commission later this month.

Please reach out to the HR Department with any questions you may have.



BRAINERD PUBLIC UTILITIES

8027 Highland Scenic Rd • P.O. Box 373 • Brainerd, Minnesota 56401

Business Office: 218.829.8726 ■ **Repair Service:** 218.829.2193

www.bpu.org

Brainerd Public Utilities Utility Director's Report to City Council 7 October 2024

General

Starting my seventh week, I am continuing to review policies, procedures and general protocols as well as observe staff and visit and collaborate with other departments.

I attended the AWWA conference held in Duluth from 17 September to 20 September. Time was well spent listening to presentations from MDH and EPA as well as peers and consultants covering a range of topic tracks such as research, case studies, current projects, management and O&M.

Last week, I met with Commission and senior staff at a Strategic Planning Workshop where I facilitated. Schedule has been set to meet on Tuesdays throughout October to begin the preliminary developmental work.

Finance/ Service Center

Financial Reports

July is attached. August and September will be presented in October. With the shortened month and conference August totals were not available at the time of the meeting.

2025 Budget Process

The 2025 budget process is underway and ongoing, finance committee to expect conversations and meeting early October.

Water Treatment Facility Reclamation and Backwash Project

Meetings have occurred with Bolton & Menk, the project is progressing on schedule. See additional items within the board packet for consent agenda considerations.

AWWA Conference

Staff attended the Minnesota American Water Works Association conference in Duluth, MN.

Streetlighting/Water/Wastewater Cost Studies

The cost studies for streetlighting/water/wastewater have begun and are in the process of collecting data for Utility Financial Solutions. Meetings with UFS have continued to determine the data needs and requests for the cost studies.

Annual Reporting Minnesota Department of Commerce

All reports necessary reports have been submitted; 2 created and submitted by Frontier Energy, 2 created and submitted by staff.

Communities Local Energy Action Program:

Staff continue discussion with Region 5, Tri County Community Action and the National Renewable Energy Laboratory related to the technical assistance program and the program preparation related to renewable by

2040 initiative. Local meeting with Department of Energy, National Renewable Energy Lab and local partners related to the grant is intended in October. Additional technical assistance scoping is occurring and discussions and meetings are on-going.

Front Office

The front office security upgrades are complete.

Distribution

Water Distribution:

Phase 2: Water System Analysis (In Progress)

This phase will utilize the newly calibrated model to assist in system analysis and operations. The initial analysis of the system has begun for the Riverside Booster Station zone. Additional standard model runs have also been conducted, including pressure and fire flow analysis. Preliminary water age estimates have been developed across the distribution system using the model. The initial results will be reviewed at the progress meeting on September 23, 2024.

9-9-24, we received a report of water coming out of the ground at 915 6th Ave NE. The water distribution crew found the BPU service line was leaking. The crew installed a temporary connection and shut off the service line. They replaced the line and used this project as an opportunity to cross-train three water plant operators.

Climavison:

9-17-24, The Climavison engineering team was working on structural engineering analytics at the state hospital water tower, with the expectation of receiving comments in October.

Hydro:

Flows continue to decrease towards the low flow plan, these flows allows the opportunity to conduct a dive inspection. Our focus will be on the tail race and the upstream side of the powerhouse intake. This data will be utilized for the FREC Part 12 inspection and generation upgrade project. J.F.Brennan Company will be onsite 9-25-24 to perform the inspection.

Flows: August 1st through September 20th - Peak 3900cfs on August 8th , Low 900cfs on September 13th.

Electric Distribution:

Inspections of the underground electric distribution system are being conducted. Crews are focusing on the loads served by the Eagleview and Greenwood step down transformers. This is part of preventive maintenance to ensure the safety and reliability of the electrical system. During the maintenance phase some parts of the underground system will be replaced. This information will help outline the maintenance activities for the 2025 construction season.

9-12-24, Staff had a meeting with Scott Berg, DCT facilities deputy director, and his team from the Minnesota Department of Human Services to discuss the possibility of developing a solar project at the state hospital. The meeting was productive, and it was agreed that this may be a feasible project. Mr. Berg has taken some action items from the meeting and will provide an update once he has gathered the necessary information for further discussion.

Production:

Lift Station

Ongoing maintenance of wet wells, pumps, generators, and controls for the 17 lift stations. Replaced gate valves, check valves and pumps at both Tyrol and Buffalo Hills Lift Stations. Yearly inspections completed. #3 pump at Evergreen lift was replaced with an unknown condition spare we will be getting quotes for replacement pumps. Ongoing cleaning and painting of main lift pumps and piping as time allows.

Wastewater Treatment Plant

On-call operator tested Wastewater Treatment Facility and lift stations SCADA alarms. Equipment maintenance is ongoing. Replaced Kaeser Compressor at the Sequential Batch Reactor (SBR) building.

Biosolids

Preparing for cropping year 2025 to surface apply 474,000 gallons of biosolids to four MPCA approved sites.

Lab

Sent August 2024 Electronic Daily Monitoring Report. Sampled influent and effluent for Copper and Low-Level Mercury. On going Mercury Minimization, Copper Minimization Plan. Ongoing delegation with Brainerd Significant and Categorical Industrial Users.

Drinking Water

Continuing to update the Lead and Copper program. Ongoing testing for the Optimal Corrosion Control Treatment (OCCT) requirements. Collected the 15 required Coliform samples. Collected samples for disinfection byproducts and sent them to the MDH laboratory for THM (Trihalomethane), and HAA5 (Halo acetic Acids). Responded to 9 residential drinking water concerns.

River crossing

Project is ongoing.

Generators

Test ran Evergreen Lift, Main Lift, SW6th Lift, portable 25KW, 150KW, 45KW and both plant generators. Added fuel where needed. Replaced battery in 45KW generator.

After hours call in

Saturday 9/7/2024 call-out at 1430 hrs. for sludge transfer pump 2 over pressure.

Personnel

Added Jason Gage to the on-call schedule rotation.

August 2024 Water Pumping Statistics

Water pumped to North distribution system was 56.901 MG for an average of 1.836 MGD. Water pumped to South distribution system was 7.263 MG for an average of 0.234 MGD. Chemical usage averages for the month: 4.93 gallons of fluoride per day (\$37.94), 11.27 gallons of caustic soda per day (\$122.44), 12.14 gallons of orthophosphate per day (\$200.67), and 34.45 pounds of chlorine per day (\$13.09). Went through 7 filter backwash events while using an average of 0.466 MG for each event.

Wells

All wells performing as expected.

Filtration Plant

Executing new backwash procedures to update Operations Manual.

Booster Pump Stations

Riverside booster station and Lum Park booster station continue to perform as expected.

Filter plant media replacement

We received the balance of the order for filter media needed to replace the existing media in Catalyzer #2 on August 29, 2024.

Minnesota Department of Health Sanitary Survey

MDH Sanitary Survey with the District Engineer for our region on August 29, 2024, Waiting for the written report.

Miscellaneous Water Sample collection for Minnesota Department of Health analysis

During the week of August 26, 2024 BPU staff collected and sent samples to MDH for analysis. Samples to be analyzed were: Fluoride, Nitrate, and Disinfection By-products.

August 2024 Wastewater Daily Monitoring Report (DMR)

Wastewater Influent Flows

Brainerd monthly total flow 42,338,000 gallons

Daily average flow 1,366,000 gallons

Baxter monthly total flow 20,772,000 gallons

Baxter daily average flow 670,000 gallons.

Combined monthly total flow 63,395,000 gallons

Combine daily average flow 2,045,000 gallons.

Design capacity-6,000,000 gallons per day

Carbonaceous Biological Oxygen Demand (CBOD)

Brainerd composite monthly average 91 mg/L.

Baxter composite monthly average 194 mg/L.

Combined composite monthly average 191 mg/L. Combined average of 240 mg/L, Total daily pounds 12,000. (Design calculations)

Total Suspended Solids (TSS)

Brainerd composite monthly average 182 mg/L.

Baxter composite monthly average 287 mg/L.

Combined monthly average 301 mg/L. Combine average of 240 mg/L, Total daily pounds 12,000. (Design calculations)

Total Phosphorus Influent (P)

Brainerd monthly average 5.79 mg/L.

Baxter monthly average 7.89 mg/L.

Combine monthly average 5.68 mg/L. Combine monitor only (used for calculation)

Copper Influent (Cu)

Brainerd monthly average 154 ug/L.

Baxter monthly average 141 ug/L.

Combine monthly average 184 ug/L. Combine monitor only (used for calculation)

Mercury Influent (Hg) (July)

Brainerd monthly 146 ng/L.

Baxter monthly 162 ng/L.

Combine monthly 140 ng/L. Combine monthly monitor only (used for mercury minimization plan requirements)

Nitrite+Nitrate Influent (N+N)

1.31 mg/L. Combine monthly monitor only (used for calculations)

Total Kjeldahl Nitrogen Influent (TKN)

40.1 mg/L. Combine monthly monitor only (used for calculations)

Wastewater Effluent Flows

Monthly total flow 64,778,000 gallons

Carbonaceous Biological Oxygen Demand Effluent (CBOD)

21.65 kg/d CBOD monthly average 296 kg/d monthly maximum average

28.80 kg/d CBOD maximum calendar week average 473 kg/d maximum calendar week average

2.72 mg/L CBOD monthly average 25 mg/L maximum monthly average

3.65 mg/L CBOD calendar week average 40 mg/L maximum calendar week average

99% CBOD removal 85% minimum removal required

Total Suspended Solids Effluent (TSS)

61.06 kg/d TSS monthly average 355 kg/d maximum monthly average

97.50 kg/d TSS calendar week average 533 kg/d maximum calendar week average

Total Suspended Solids Effluent (TSS)

7.69 mg/L. TSS monthly average 30 mg/L maximum monthly average

97% TSS removal 85% minimum removal

Total Phosphorus Effluent (P)

1.53 kg/y phosphorus monthly average

1945 kg/y phosphorus 12-month moving total 8278 kg/y for the 12-month moving total

0.716 mg/L phosphorus 12-month moving average 1.0 mg/L for the 12-month moving average

Copper Effluent (Cu)

18 ug/L copper monthly average 235 ug/L maximum month average

25.8 ug/L copper daily maximum 581 ug/L daily maximum

Mercury Effluent (Hg) (July)

0.510 ng/L mercury monthly average 6.9 ng/L maximum monthly average

1.94 ng/L mercury daily maximum 11.95 ng/L daily maximum

Nitrite+Nitrate Effluent (N+N)

3.79 mg/L N+N monthly average monitor only (used for calculation)

Ammonia Nitrogen Total (N)

<0.100 mg/L Ammonia Nitrogen Total monthly average monitor only (used for calculation)

Total Kjeldahl Nitrogen (TKN) Effluent

1.56 mg/L TKN monthly average **monitor only (used for calculation)**

Perfluorooctane Sulfonate Effluent (PFOS) (Sept)

9.02 ng/L PFOS quarterly average **287 ng/L maximum quarterly average**

9.02 ng/L PFOS daily maximum **497ng/L daily maximum**

Fecal Effluent (Most Probable Number) Geometric Mean (April – October)

10 organisms per 100 milliliters **<=200 geometric mean**

Biosolids Process Analysis

2,703,000 gallons Waste Activated Sludge (WAS) Average 0.5% solids.

2,683,000 gallons Gravity Belt Thickeners (GBT) Average 7% solids.

2,635,000 gallons Filtrate return to headworks

5.03% average raw feed to Primary Digesters

80.65 % volatile raw feed solids to Primary Digesters

3.28% average solids in Primary Digesters

67.85% average volatile solids in Primary Digesters

493,000 gallons in Biosolids Storage Tank at 2.61% solids.

53% Average Volatile Solids reduction **38% minimum volatile solids reduction required for land application of biosolids.**

Concentration

1 mg/L = 1 milligram per liter = 1 part per million

1 ug/L = 1 microgram per liter = 1 part per billion

1 ng/L = 1 nanogram per liter = 1 part per trillion

Loading

kg/d = kilogram per day

kg/y = kilogram per year



Recreation Report

Special Events

Great Pumpkin Festival

We'll be holding the Great Pumpkin Festival again in Memorial Park in 2024. Details are below (activities and vendors are subject to change).

Event Details:

- **Date:** Saturday, October 12th, 2024
- **Time:** 1:00 – 4:00 p.m.
- **Location:** Memorial Park Softball Fields
- **Admission:** Free

Activities:

- Coloring Contest
- Pumpkin Weight Guessing Game
- Pumpkin Painting (\$5)
- Craft (\$5)
- Pumpkin Ring Toss
- Tic-Tac-Toe
- Costume Contest
- Three-Legged Race
- Wheelbarrow Race
- Egg and Spoon Race
- Pie-Eating Contest

Amenities:

- Concessions by Brainerd Lakes Area Women of Today
- Hot Chocolate by Salvation Army

Vendors:

- Demonstrations and Participations by Team Ascension Martial Arts
- Face Painting by the Painted Turtle

Adult Sports

- **Adult Fall Softball**
 - MS1: League canceled due to not enough teams.
 - MS2 (Tuesdays): Started on 9/17/2024 – 7 Teams
 - Tournament begins 10/15/24 – 3 Weeks
 - Co-Ed (Thursdays): Started on 8/29/2024 - 8 Teams
 - Tournament begins 9/26/24 – 3 Weeks
- **Adult Fall Kickball**
 - Mondays: Started on 8/19/2024 – 7 Teams
 - Playoffs Begin 9/30/2024 (2 Weeks)
- **Adult Fall Pickleball**
 - Competitive
 - Tuesdays: Started on 9/3/2024 – 6 Teams
 - "Just for Fun"

- Thursdays: Started on 8/29/2024 – 8 Teams

Rent.Fun (Kayak and Paddle Board rental at Lum Park)

Here's a summary of our rental activity so far:

Monthly Rentals:

May: 6 rentals

June: 23 rentals

July: 32 rentals

August: 24 Rentals

Total: 98 rentals

Rental Details:

Average Duration: 30-60 minutes

Parks Maintenance Report

- Daily mowing
- Garbage runs and restroom maintenance daily
- Watering trees and downtown baskets & urns
- Grinding stumps at Lum Park
- Removing graffiti in bathroom at Kiwanis Park
- Repairing vandalism at spindle in Rotary Park overlook
- Brought and spread black dirt to Lum Park
- Landscaping adjacent to sidewalks
- Filling stump holes with black dirt
- Planting new grass seed at Lum Park
- Prepping Mills Field for Police vs. Firefighters Softball Game
- Weed whipping at parks
- Moved trash can and bench to Memorial Disc Golf course
- Removed large branch at Gregory Park
- Whipped and sprayed on trail
- Cleaned Gregory Park fountain
- Fixing underground leak at dump station
- Repaired water line leak damage at Lum Park
- Picked up antifreeze for winterization
- Cleaned plugged drain pipe
- Placed polyurethane on shelter boards for Buster Park
- Painted over graffiti at Kiwanis Park
- Installed pickleball light timer at Memorial Park
- Removed batting cages and backstop nets
- Finished fall work on south side fields
- Ordered signs for Jaycees Park and Bane Park
- Removed satellite from Gustafson Park
- Spraying for weeds at various parks
- Repairing X mark mower
- Relocating tree in Jaycees Park before construction
- Assembling new pavilion frame in Buster Park
- Had fire extinguishers serviced

- Removed backstop net from Mills Field
- Set up Public Works Maintenance Facility for Employee Appreciation Event

Parks Projects Report

Parks ARPA Projects

The contractor has begun work in Jaycees Park with initial grading work and is expected to continue over the next couple weeks. It is expected that work will continue on the remaining projects through October.

Buster Park Pavilion

Staff has been assembling the pavilion following the installation of the new sidewalk and concrete slab. The frame was assembled, and the tongue-and-groove ceiling was stained and installed. Work should be complete shortly.

Memorial Park Disc Golf Course

The new disc golf course has been installed and opened to the public. Maintenance staff has cleaned up the area including placing final topsoil and seeding.

Building Demolitions

The demo at Jaycees will be coordinated with the contractor to be completed in fall 2024. Picnic tables and grills have been removed from the area.

Gregory Park Warming House/Pavilion Gutter Replacement

This work is complete.

Memorial Park Rink Lights Automatic Timer

This work is complete.

Lum Park Pavilion Rehabilitations

Work has begun on Pavilions #1 and #2. This work is expected be complete within the next couple weeks.

Streets Maintenance Report

Maintenance Tasks Completed Month Prior

- Continued annual jetting of sewer main lines
- Marking utility locates
- Assisted with minor repairs of Transit buses as time is available
- Continued weekly downtown street sweeping
- Provided traffic control materials for events
- Finished painting of crosswalks and miscellaneous lines
- Pothole patching on several streets
- Continued mowing throughout city
- Trimmed low hanging branches where needed
- Addressed complaints regarding signs in right of way
- Ordered new E911 signs for Sugarberry and Dal Mar areas
- Cut down dead and diseased trees in Lum Park and hauled out

- Addressed dead right of way trees
- Assisted with traffic control for Brekken move in downtown
- Took down flags from Water Tower
- Moved downtown planters for season
- Assisted with sewer collapses in SE Brainerd
- Installed traffic counters on D Street adjacent to 5th Ave NE
- Removed debris adjacent to Garfield Elementary boulevard
- Installed signs on South Brainerd Reconstruction project
- Assisted with Employee Appreciation Event
- Grading alleys following rain events
- Prepare equipment for Touch-a-Truck event
- Assisted PD with cleanup in Evergreen Landing

Engineering Report

South Brainerd Reconstruction Project

The project is mainly complete. Final restoration and a punchlist remains to be completed before the project will be finally accepted and closed out.

S. 6th/Willow Roundabout Project

Staff is reviewing 90% plans and will be getting ready to begin the assessment procedures over the next few Council meetings. We are waiting on conveyance documents to be prepared before presenting initial offers to the property owners for ROW and easement acquisition.

Buffalo Hills Gully Remediation Project

The project is mainly complete. Staff has been requesting information on timeline for tree planting this fall. Based on the timing for live stakes, this work will likely not be able to occur until next spring.

Evergreen/Bluff Resurfacing Project

This work is mainly complete including the patching on Evergreen and the seal coating on both Evergreen and Bluff. All that remains is pavement markings.

Laurel Street Bridge Repair Project

Riprap repairs below the bridge adjacent to the abutment are complete. The bridge has been closed for the past couple weeks to provide for repairs to the east joint. With this work complete, staff will review if any remaining punchlist items are needed before acceptance.

O Street Outfall Project

Clearing has been completed and the contractor has begun installing the new storm sewer. This work should be complete within the week with final restoration likely not occurring fully until next spring.

2024 Large Patching Project

The patching on Northtown and Clara is completed. The final patching on SW 4th Street remains to be completed.

2024 Chip Seal Project

This work has been completed and staff will be verifying final quantities with the contractor.

PD HVAC Replacement Project

The contractor has begun work on this project and is planned for completion in October in coordination with the roof replacement work.

PD Exterior Improvements Project

This project has begun and will continue through most of October in coordination with the HVAC replacement.

Historic Water Tower Rehabilitation Project – Phase 2

The contractor has completed work on the electrical portion of this project. They have also begun replacement of the windows and repair of the mortar joints.

2025 Lowell Safe Routes to School Project

WSB has begun developing a draft layout to begin discussions with school district and City staff. It is also intended to bring this forward to Council for review before progressing further to design. Design development will occur during the rest of 2024 in cooperation with the school district.

Other Activities

- Participated in weekly check-in meetings for TH 371B/Willow Street Roundabout Project
- Coordinated with contractor on Parks ARPA project including reviewing shop drawings
- Reviewed upcoming event applications
- Met with MnDOT to discuss bridge lighting on TH 210 project
- Reviewed building permits for appropriate erosion control plans and requirements
- Reviewed and approved excavation and utility permits
- Requested memorial trees from vendors for various parks
- Participated in training webinar on System Preservation
- Met with MnDOT to discuss TH 210 lighting requirements and potential alternative options
- Responded to requests for information on Parks Complaint form
- Reviewed SEH request for amendment on TH 371B/Willow St Roundabout project
- Collected and prepared report for utility costs for Memorial Park softball fields
- Attended Pre-Construction meeting for PD Exterior Improvements and HVAC Project
- Participated in Performance Evaluation Work Group
- Participated in Local Road Research Board group for Public Works 101 outreach
- Met with contractor at Lum Park to discuss scope of work for concrete removals
- Inspected sewer service line installation at My Neighbor to Love property
- Participated in Region 5 Long Range Transportation Visioning Workshop
- Reviewed insurance claim and coverage for RRFB signs in right of way
- Reviewed 2024-2025 DTSR proposals received
- Met with MnDOT and SEH to discuss east leg median on TH 371B/Willow Street Roundabout
- Met with vendors at Lum Park to discuss aquatic vegetation removal in Rice Lake
- Discussed projects requiring bonding for 2024
- Met and reviewed CWC Shared Service Maintenance agreement with CWC staff
- Met with group regarding inquiry about potential request for vacation of public right of way
- Interviewed for Public Works Administrative Specialist
- Prepared list of tasks for Parks & Rec for assistance

- Inspected sewer connection for residence on Hawkins Drive
- Attended Quarterly TAC meeting
- Reviewed City Hall EIFS damages with contractor to request proposal
- Walkthrough South Brainerd Resurfacing Project with Bolton & Menk to review curb areas of concern
- Met with Moore Engineering to discuss their South Brainerd Resurfacing proposal
- Met with MnDOT and SRF to discuss potential rerouting of TH 210 storm sewer to alleviate flooding concerns in North Brainerd
- Held presentation for several dozen attendees at field visit to Buffalo Hills Gully Project
- Met with HR to discuss Transit Specialist position
- Met with MnDOT staff to discuss SEH amendment request on TH 371B/Willow St Roundabout project
- Attended webinar for MPCA stormwater planning grant program
- Attended mandatory workshop for TA grant program solicitation
- Assisted with Great Pumpkin Festival planning and organization
- Met with BPU staff to discuss current construction and planned work
- Reviewed layout and lane configuration options for H Street on Lowell SRTS project
- Prepared and mailed out notice for street closure for water service replacement on 28th Street SE
- Reviewed parks sign proofs
- Reviewed trails and parks for request for 5k practice
- Reviewed TRLF program for TH 210/Lum Park Pedestrian Bridge project
- Prepared Affidavits for Restitution for parks vandalism
- Requested proposals for sidewalk repairs for 2024 in NE Brainerd
- Applied for demo permit for Lum Park Beach building
- Prepared necessary State Aid files for Laurel Street Bridge project
- Reviewed applications for Transit Specialist
- Discussed Spooktacular Event with Mary Devine Johnson, DDBC
- Requested estimates for sign relocations adjacent to Speedway and Hanneken Insurance
- Reviewed damaged concrete storm sewer aprons on the west side of Washington Street bridge
- Reviewed layout for electrical, lighting and cameras on College Drive bridge
- Put snow emergency flyer on City's website
- Collected as-built plans in NE Brainerd to send to MnDOT for TH 210 Reconstruction project
- Prepared and sent out public notice for Laurel Street bridge closure
- Reviewed sewer collapses in SE Brainerd to determine repair limits
- Provided information regarding roundabouts approved since 2023
- Reviewed concern regarding left turn movements out of Riverside Elementary
- Reviewed driveway concern on South Brainerd Reconstruction project
- Reviewed concerns on Evergreen/Bluff seal coating
- Reviewed and commented on Just for Krypto stormwater plans and report
- Inspected sewer service line replacement on 9th Avenue NE
- Reviewed request for sidewalk installation on NW 3rd Street and Jackson Street
- Reviewed requirements for AT and TA grant programs

Transit Report

Activities

- Quarterly Transportation Advisory Committee Meeting held on Thursday, September 19th
- Staff has inquired with Hubbard Radio regarding potential radio advertisements.
- RouteMatch software has continued to be a significant issue due to the CrowdStrike software crash in July. Daily crashing has caused a significant amount of manual entries and scheduling by both 3PC and Transit staff. Staff has been communicating with both RouteMatch support and MnDOT for resolution with little support provided to date. Staff continues to look at alternative software options as RouteMatch support becomes less available.
- Staff and 3PC addressing customer complaints appropriately as they arrive.
- Applying to dispose of old bus, still in process.
- Wheelchair and fire extinguisher inspections are scheduled through this fall.
- Continued advertising for full-time Transit Specialist position.
- Data entry errors by 3PC continue. Transit staff is tracking for non-compliance and following up with 3PC
- Transit staff on leave during the month of September
- Ridership Reporting for July 2024
 - Year To Date
 - 2023 = 30,744
 - 2024 = 20,757 (-9,987, -32.5%)
 - Brainerd Only
 - 2023 = 21,233
 - 2024 = 15,916 (-5,317, -25.0%)
 - Baxter Only
 - 2023 = 3,001
 - 2024 = 3,661 (+660, +22.0%)
 - Crow Wing County Only
 - 2023 = 5,788
 - 2024 = 981 (-4,807, -83.1%)
 - July 2024 vs. June 2024
 - June 2024 = 2,855 (20 operating days)
 - Brainerd-origin = 2,273
 - Baxter-origin = 499
 - CWC = 83
 - July 2024 = 3,114 (+259) (22 operating days)
 - Brainerd-origin = 2,447 (+174)
 - Baxter-origin = 573 (+74)
 - CWC = 94 (+11)
 - 20 New Customers in July

R E S O L U T I O N

xx:24

**RESOLUTION APPROVING MINNESOTA LAWFUL
GAMBLING PREMISE PERMIT**

WHEREAS, the Brainerd VFW Post 1647 has applied for State of Minnesota Gambling Control Board Premises Permit Application for lawful gambling to be conducted at Local 218, 723 Mill Ave, Brainerd.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Brainerd that the premise permit as requested by the VFW Post 1647 is hereby approved.

Adopted this 7th day of October 2024

KELLY BEVANS
President of the Council

Approved this 8th day of October 2024

DAVE BADEAUX
Mayor

ATTEST: _____
NICHOLAS W. BROYLES
City Administrator



City Council Agenda Request

MEETING DATE: October 7, 2024

TITLE OF ITEM: Authorize Letter of Support for the Northland Arboretum for the Regional Designation through the Greater Minnesota Regional Parks and Trails Commission

AGENDA: Consent

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY:

DEPARTMENT: Administration

PRESENTER:

ESTIMATED TIME (MIN):

SUMMARY OF ISSUE: The City was asked by the Northland Arboretum Executive Director Trevor Pumnea to support the Northland Arboretum in seeking the Greater Minnesota Regional Parks and Trails "regional designation". You can find more information here [Greater Minnesota Regional Parks and Trails Commission - GMRPTC - Greater Minnesota Regional Parks and Trails Commission \(gmrptcommission.org\)](http://GreaterMinnesotaRegionalParksandTrailsCommission-GMRPTC-GreaterMinnesotaRegionalParksandTrailsCommission(gmrptcommission.org))

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION: Authorize Administrator Broyles to Sign Letter of Support for the Northland Arboretum for the Regional Designation through the Greater Minnesota Regional Parks and Trails Commission.

FINANCIAL IMPACT:

XXXXXXXX, XX, 2024

Renee Mattson
Executive Director
Greater MN Regional Parks and Trails Commission

Re: Regional Designation Support for the Northland Arboretum

Members of the Greater Minnesota Regional Parks and Trails Commission,

The City of Brainerd supports the Northland Arboretum and their Board of Directors in seeking regional designation through the Greater Minnesota Regional Parks and Trails Commission (GMRPTC).

The Northland Arboretum (Arb) is a non-profit organization supporting their 3 main pillars of outdoor recreation, education and conservation. The City of Brainerd has financially supported the Arb for over 22 years through city levy dollars. The Arb is fiscally responsible and very strong. This year marks the 50-year anniversary of the Northland Arboretum.

The Arb has 120 acres within the city limits of Brainerd and the Arb property joins 110 acres of City of Brainerd ownership providing opportunities for the future related to the city of Brainerd.

Regional designation of this great community and regional asset will strengthen even more the commitment and longevity of the facility, its operations and allow the Arb to become more inclusive of all individuals.

The City of Brainerd is proud to support the Board of Directors of the Northland Arboretum in achieving regional designation through GMRPTC.

Thank you.

Sincerely,

Nicholas W. Broyles
Brainerd City Administrator



City Council Agenda Request

MEETING DATE: October 7, 2024

TITLE OF ITEM: Approve Event/Street Closure Application - Brainerd Elks Fall Festival

AGENDA: Consent

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Jessie Dehn, Public Works Director **DEPARTMENT:** Public Works

PRESENTER: Jessie Dehn, Public Works Director

ESTIMATED TIME (MIN):

SUMMARY OF ISSUE: Attached to this item is an application for an event and street closure for the Brainerd Elks' Fall Festival event to be held on Saturday, October 12th from 12 p.m. to 3 p.m. The event will take place on Front Street between 9th Street and 10th Street and the applicant is requesting closure of the street during the hours of the event. With the closure beginning at noon, it would not affect the adjacent feed store's operating hours that day.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: The event consists of kids and adult games, a drug awareness trailer, family fun activities, as well as apple bobbing, pie eating and ice cream eating contests. The event would include amplified sound via the local radio remote broadcast trailer. Restrooms would be provided by the Elks building adjacent to the event.

RECOMMENDED ACTION/MOTION: Staff recommends approval of the event and street closure application under the conditions listed in the attachment.

FINANCIAL IMPACT: N/A



SPECIAL EVENT APPLICATION

Date of Application: _____

Event applications can be submitted to the Engineering Department at 501 Laurel Street, Brainerd, MN 56401 or tgage@ci.brainerd.mn.us. Event applications that include a street closure must be submitted at least 30 calendar days prior to the event and will require City Council approval. All other event applications must be submitted at least 14 calendar days prior to the event.

Type of event: ☐ Event – City Parking Lot ☐ Event – City Park
☒ Event with Street Closure ☐ Other _____

Name of event: Brainerd Elks Fall Festival

Organizer Information

Organizer's Name: Brainerd Elks #615
Organizer's Address: 215 South 9th Street, Brainerd
Event Contact Person: Jeremy Allord
Event Contact Daytime Phone: 218.232.7302
Event Contact E-mail Address: allordjeremy@gmail.com
Contact Name/Number Day of Event: Bill Satre/218.820.4558
For Profit/Nonprofit Status (type): 501C8 Fraternal Org

Applicant information (if different from the event organizer):

Applicant Name: Bill Satre
Applicant Address: 13814 Crooked Lake Road, Deerwood
Applicant Phone: 218.820.4558
Applicant E-mail Address: bill.satre@gmail.com

Event Information

Event Details (list each date separately)

Event Date	Start Time	End Time	Event Location(s) – see locations listed below
10/12/2024	12:00	3:00	Front Street between 9th & 10th
			After the feed store closes for the day at noon.

☐ Recurring event (requires only one application submittal per year)

Event locations (all dimensions are parking lot usable space estimates):

- City Hall Parking Lot (130’ x 146’)
- Laurel Street Parking Lot (92’ x 120’)
- Front Street Parking Lot (66’ x 125’)
- City Street(s) (street closure request information on page 4 MUST be filled out)
- City Park (must contact the Parks & Recreation Department for information)
- Other (specify location above)

Description of Activities

Brief description of the activities planned during the event. If a parade/run/walk event, please describe the proposed route with the assembly and dispersal locations and attach a route map:

Kids games and some adult games. The Elks drug awareness trailer and mascot.

Definitely, a pumpkin drop with candy and an opportunity for the Elks to demonstrate the family fun activities that we do. Promoting Elks Hoop Shoooot and Batters Up contests

Apple bob, Pie eating and ice cream eating contests. Possible Youth on Stage participant playing music.

Site Information

Electrical usage



Yes



No

Describe the type of equipment to be used and how you intent to supply the power:

Radio Station Broadcast trailer with self contained generator.

Amplified Sound



Yes



No

Describe any recording and sound amplification equipment to be used in your event along with the times:

Cool 103.5 radio and possible live acoustic performance.

Restrooms provided



Yes



No

If yes, how many 2 (a ratio of 1 for every 100-150 people is recommended)

Company contracted for restrooms: **Inside the Elks building right there.**

(if restrooms are provided by neighboring property(s), please submit the location and property owner's signature to verify approval has been granted)

Signs, banners, and/or posters/flyers



Yes



No

Describe the signs, banners, posters, flyers and the locations:

Banners strung on T posts with what activities for youth Elks do.

Trash Receptacle Disposal



Yes



No

Company contracted for trash receptacle disposal: Our own Elks dumpster at the location parking lot.

Additional Event Information

Please provide a layout of the event showing booths, tents, staging, amusement, food, etc and provide a street map or park map showing the borders of the event.

Throughout all events, businesses should be reasonably accessible to the public. If a business's entrance is blocked by an event layout, then accommodations such as signage, handbills, or similar methods should be made available to mitigate the impact on customer access.

A \$100/day security deposit for publicly owned spaces ONLY is required (payable by check only). The security deposit will be refunded should the event site be left clean and void of trash and all event items are removed on the last day of the event. An event that does not occur will not have its security deposit refunded except for hazardous weather conditions, as determined by the City of Brainerd.

Street Closure Request Information

Describe the name and sections of the streets for which you are requesting temporary closure (e.g. South 7th Street between Maple Street and Front Street):

Front street between south 9th and south 10th streets

Date and time for beginning of street closures: 12 noon

Date and time for reopening of streets: 3pm at the latest.

Describe how your event preserves customer and residential access for businesses and houses along your proposed street closure (e.g. preserving pedestrian flow along sidewalks). Additional pages may be attached.
There are no pedestrian restrictions. We are waiting until the Feed store closes at noon before beginning the closure.

We chose to use Front street instead of the 9th street as the only disruption is to the Feed store and not to 9th street social or Yesterday's Gone. The only other adjacent property is the big white water tower & our parking lot.

While the City continues to treat downtown as a venue for events, event plans must be balanced with the interests and needs of property owners.

If a street closure occurs along residential streets, reasonable efforts must be made to alert all property owners along the street of the proposed closure. All street closures shall be approved by the City Council. Failure to notify property owners and tenants in street closure areas will result in revocation of this permit.

For information regarding a street closure, please contact the City Engineering office at 218-828-2307 or engineer@ci.brainerd.mn.us.

Hold Harmless Agreement and Insurance Information

The Applicant covenants to save, defend, hold harmless, and indemnify the City of Brainerd and all of its officers, departments, agencies, agents, and employees (collectively the “City”) from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney’s fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the applicant’s event herein described.

The City, at its discretion, may require the Applicant to obtain liability insurance for any event. If liability insurance is required, the following requirements apply:

- Minimum of \$1,000,000 in commercial general liability insurance.
- Applicant’s insurance shall be primary.
- Insurance shall cover liability for injury death and property damage including coverage for alcohol related claims if alcohol will be served.
- The insurance policy must be issued by an insurance company licensed to do business in Minnesota acceptable to the City.
- The City must be named as an “Additional Insured” on the policy.
- At least ten (10) days prior to the event, the Applicant must provide to the City a Certificate of Insurance showing the required coverage.

Signature of Event Applicant

I attest that the above information is true and accurate, and I certify under penalties of perjury that I am authorized to execute contracts and other instruments and legally bind the Applicant.

Signature of Applicant

Bill Satre

Print Name

Contacts, Permits, and Fees Checklist

Each event has its own requirements and needs. Listed below is a summary of the permits common to many events. Please note that it is not necessary to have all permits approved upon submission of this application. However, this checklist should serve as a guide as you plan your event. *All events must have all permits and fees paid and approved prior to the start of the event.*

The Event Planner is responsible for providing the following (as needed) information:

Permit, License, or Checklist	Yes	Pending	N/A	Contact (See contact information below)
Authorization to use a city park			X	Contact the Parks & Recreation Department for information/procedure.
Fire/EMS/Police support			X	Check yes to request emergency support. The appropriate level of fire, EMS, and police support will be determined based on crowd size and the type of event. Fees may be discussed with the sponsor.
Food and vendor licenses			X	All vendors must apply for a temporary license through the Commissioner of Revenue's Office. Food vendors are required to collect and report meals tax. Contact City Hall for information/procedure.
Health Department Permit			X	All food vendors must apply for a temporary food permit through the Minnesota Health Department (MDH).
Insurance Certificate	x			May be required before issuing a permit.
Sign/banner Permits	X			Contact the Planning Department for information/procedure.
Parade Permit			X	Issued by the Police Department after complete submission of application.
Alcohol Use Permit			X	Must be approved by City Council after submission of the event application. Contact City Hall for information/procedure.

Contact Information

Administration Department:	(218) 828-2307 admin@ci.brainerd.mn.us
Parks and Recreation Department:	(218) 828-2320 parks@ci.brainerd.mn.us
Engineering Department:	(218) 828-2307 engineer@ci.brainerd.mn.us
Planning Department:	(218) 828-2307 planning@ci.brainerd.mn.us
Police Department:	(218) 829-2805 police@ci.brainerd.mn.us
Fire Department:	(218) 828-2312 fire@ci.brainerd.mn.us
MN Commissioner of Revenue:	(651) 282-5225 www.revenue.state.mn.us
MN Department of Health	(320) 223-7300 www.health.state.mn.us
MNDOT Baxter Office	(218) 828-5700 www.dot.state.mn.us

For Official Use Only

Department Sign-offs Required

Department	Date/Initials	Comments
Brainerd Public Utilities		No comments
City Administration		No comments
Engineering Department	10/2 JD	See conditions below
Fire Department		No comments
Fire Support/EMS		No comments
Parks Department		No comments
Planning Department		No comments
Police Department		No comments

Event Application Approval

The event as described above is approved subject to any conditions noted on this form or otherwise set forth by the City of Brainerd.

City Administrator

Date

Approval Conditions

Provide Certificate of Insurance to City Hall prior to event.
Request traffic control materials one week prior to event from 218-513-4412.

Certification of Street Closure Approval

The street closure request as described herein was approved by the City Council at their _____, 20__ meeting. Approval is subject to the following condition(s):



City Council Agenda Request

MEETING DATE: October 7, 2024

TITLE OF ITEM: Approve Event Application - Brainerd Water Tower Business After Hours

AGENDA: Consent

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Jessie Dehn, Public Works Director **DEPARTMENT:** Public Works

PRESENTER: Jessie Dehn, Public Works Director **ESTIMATED TIME (MIN):**

SUMMARY OF ISSUE: Attached to this item is an event application for the Business After Hours event to be held in the Brainerd Historic Water Tower. The event is planned to be held in coordination with the Historic Water Tower Preservation Committee and Breen & Person on Tuesday, June 24, 2025 from 4 p.m. to 7 p.m.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: The event consists of a one-man band performing outside of the water tower including tent and food. The application indicates the location would propose to be in the grassy area under the tower or in the Breen & Person parking lot. Staff recommends that the grass within the fenced area be restricted to those without protective PPE due to the potential for falling stucco, which was the reason for the installation of the fence. Parking would be provided in the Mills parking lot and restrooms and trash provided.

RECOMMENDED ACTION/MOTION: Staff recommends approval of the event application under the conditions listed in the attachment.

FINANCIAL IMPACT: N/A



SPECIAL EVENT APPLICATION

Date of Application: September 23, 2024

Event applications can be submitted to the Engineering Department at 501 Laurel Street, Brainerd, MN 56401 or tgage@ci.brainerd.mn.us. Event applications that include a street closure must be submitted at least 30 calendar days prior to the event and will require City Council approval. All other event applications must be submitted at least 14 calendar days prior to the event.

Type of event: ☐ Event – City Parking Lot ☐ Event – City Park
☐ Event with Street Closure ☒ Other Business After Hours

Name of event: Business After Hours - Brainerd Historic Water Tower

Organizer Information

Organizer's Name: _____
Organizer's Address: _____
Event Contact Person: Paul Skogen
Event Contact Daytime Phone: 218.829.8529
Event Contact E-mail Address: pauls@hytecconstruction.com
Contact Name/Number Day of Event: Paul Skogen - 218.831.3913
For Profit/Nonprofit Status (type): Non Profit # 85-3466952

Applicant information (if different from the event organizer):

Applicant Name: Brainerd Historic Water Tower Preservation Committee
Applicant Address: 501 Laurel Street
Applicant Phone: 218.829.8529 Office 218.831.3913 Cell
Applicant E-mail Address: pauls@hytecconstruction.com

Event Information

Event Details (list each date separately)

Event Date	Start Time	End Time	Event Location(s) – see locations listed below
June 24, 2025	4 P.M.	7 P.M	Historic Water Tower and Offices of Breen/Person

☐ Recurring event (requires only one application submittal per year)

Event locations (*all dimensions are parking lot usable space estimates*):

- City Hall Parking Lot (130' x 146')
- Laurel Street Parking Lot (92' x 120')
- Front Street Parking Lot (66' x 125')
- City Street(s) (street closure request information on page 4 MUST be filled out)
- City Park (must contact the Parks & Recreation Department for information)
- Other (specify location above)

Description of Activities

Brief description of the activities planned during the event. If a parade/run/walk event, please describe the proposed route with the assembly and dispersal locations and attach a route map:

Business After Hours Event to Showcase the Inside of the Water Tower to

local business leaders and bring awareness to our efforts to Restore the Tower

Site Information

Electrical usage ☒ Yes ☐ No

Describe the type of equipment to be used and how you intent to supply the power:

Use of power to run a PA System and One Man Band.
I believe there are electrical outlets on tower exterior

Amplified Sound ☐ Yes ☐ No

Describe any recording and sound amplification equipment to be used in your event along with the times:

Local PA System and
Possible one man band from 4 PM to 7 PM

Restrooms provided ☐ Yes ☐ No

If yes, how many 1 ADA (a ratio of 1 for every 100-150 people is recommended)

Company contracted for restrooms: Fyle's is company we have used in the past
(if restrooms are provided by neighboring property(s), please submit the location and property owner's signature to verify approval has been granted)

Signs, banners, and/or posters/flyers ☒ Yes ☐ No

Describe the signs, banners, posters, flyers and the locations:

Chamber is Helping us out with advertising

Trash Receptacle Disposal ☒ Yes ☐ No

Company contracted for trash receptacle disposal: Waste Management

Additional Event Information

Please provide a layout of the event showing booths, tents, staging, amusement, food, etc and provide a street map or park map showing the borders of the event.

Throughout all events, businesses should be reasonably accessible to the public. If a business's entrance is blocked by an event layout, then accommodations such as signage, handbills, or similar methods should be made available to mitigate the impact on customer access.

A \$100/day security deposit for publicly owned spaces **ONLY** is required (payable by check only). The security deposit will be refunded should the event site be left clean and void of trash and all event items are removed on the last day of the event. An event that does not occur will not have its security deposit refunded except for hazardous weather conditions, as determined by the City of Brainerd.

Street Closure Request Information

Describe the name and sections of the streets for which you are requesting temporary closure (e.g. South 7th Street between Maple Street and Front Street):

Date and time for beginning of street closures: _____

Date and time for reopening of streets: _____

Describe how your event preserves customer and residential access for businesses and houses along your proposed street closure (e.g. preserving pedestrian flow along sidewalks). Additional pages may be attached.

**Parking at Mills Parking Lot. Event Activities, Tent and Food
Will be in grassy area under tower or in Breen/Person
parking lot**

While the City continues to treat downtown as a venue for events, event plans must be balanced with the interests and needs of property owners.

If a street closure occurs along residential streets, reasonable efforts must be made to alert all property owners along the street of the proposed closure. All street closures shall be approved by the City Council. Failure to notify property owners and tenants in street closure areas will result in revocation of this permit.

For information regarding a street closure, please contact the City Engineering office at 218-828-2307 or engineer@ci.brainerd.mn.us.

Hold Harmless Agreement and Insurance Information

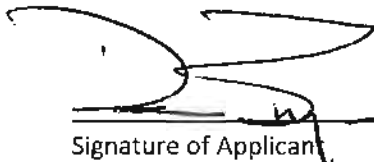
The Applicant covenants to save, defend, hold harmless, and indemnify the City of Brainerd and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the applicant's event herein described.

The City, at its discretion, may require the Applicant to obtain liability insurance for any event. If liability insurance is required, the following requirements apply:

- Minimum of \$1,000,000 in commercial general liability insurance.
- Applicant's insurance shall be primary.
- Insurance shall cover liability for injury death and property damage including coverage for alcohol related claims if alcohol will be served.
- The insurance policy must be issued by an insurance company licensed to do business in Minnesota acceptable to the City.
- The City must be named as an "Additional Insured" on the policy.
- At least ten (10) days prior to the event, the Applicant must provide to the City a Certificate of Insurance showing the required coverage.

Signature of Event Applicant

I attest that the above information is true and accurate, and I certify under penalties of perjury that I am authorized to execute contracts and other instruments and legally bind the Applicant.



Signature of Applicant

Paul Skogen

Print Name

Contacts, Permits, and Fees Checklist

Each event has its own requirements and needs. Listed below is a summary of the permits common to many events. Please note that it is not necessary to have all permits approved upon submission of this application. However, this checklist should serve as a guide as you plan your event. *All events must have all permits and fees paid and approved prior to the start of the event.*

The Event Planner is responsible for providing the following (as needed) information:

Permit, License, or Checklist	Yes	Pending	N/A	Contact (See contact information below)
Authorization to use a city park				Contact the Parks & Recreation Department for information/procedure.
Fire/EMS/Police support				Check yes to request emergency support. The appropriate level of fire, EMS, and police support will be determined based on crowd size and the type of event. Fees may be discussed with the sponsor.
Food and vendor licenses				All vendors must apply for a temporary license through the Commissioner of Revenue's Office. Food vendors are required to collect and report meals tax. Contact City Hall for information/procedure.
Health Department Permit				All food vendors must apply for a temporary food permit through the Minnesota Health Department (MDH).
Insurance Certificate	x			May be required before issuing a permit.
Sign/banner Permits				Contact the Planning Department for information/procedure.
Parade Permit				Issued by the Police Department after complete submission of application.
Alcohol Use Permit				Must be approved by City Council after submission of the event application. Contact City Hall for information/procedure.

Contact Information

Administration Department:	(218) 828-2307 admin@ci.brainerd.mn.us
Parks and Recreation Department:	(218) 828-2320 parks@ci.brainerd.mn.us
Engineering Department:	(218) 828-2307 engineer@ci.brainerd.mn.us
Planning Department:	(218) 828-2307 planning@ci.brainerd.mn.us
Police Department:	(218) 829-2805 police@ci.brainerd.mn.us
Fire Department:	(218) 828-2312 fire@ci.brainerd.mn.us
MN Commissioner of Revenue:	(651) 282-5225 www.revenue.state.mn.us
MN Department of Health	(320) 223-7300 www.health.state.mn.us
MNDOT Baxter Office	(218) 828-5700 www.dot.state.mn.us

For Official Use Only

Department Sign-offs Required

Department	Date/Initials	Comments
Brainerd Public Utilities	_____	<u>No comments</u>
City Administration	_____	<u>No comments</u>
Engineering Department	<u>10/2 JD</u>	<u>See conditions below</u>
Fire Department	<u>9/23 TH</u>	<u>No issues</u>
Fire Support/EMS	_____	<u>No comments</u>
Parks Department	_____	<u>No comments</u>
Planning Department	_____	<u>No comments</u>
Police Department	<u>9/23 JD</u>	<u>No comments</u>

Event Application Approval

The event as described above is approved subject to any conditions noted on this form or otherwise set forth by the City of Brainerd.

City Administrator

Date

Approval Conditions

Patrons are not allowed to access the stairs within the water tower.

Patrons are within the fenced exterior area must wear protective PPE.

Certification of Street Closure Approval

The street closure request as described herein was approved by the City Council at their _____, 20__ meeting. Approval is subject to the following condition(s):



City Council Agenda Request

MEETING DATE: October 7, 2024

TITLE OF ITEM: Approve Event/Street Closure - YMCA Family Monster Dash

AGENDA: Consent

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Jessie Dehn, Public Works Director **DEPARTMENT:** Public Works

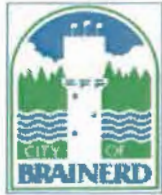
PRESENTER: Jessie Dehn, Public Works Director **ESTIMATED TIME (MIN):**

SUMMARY OF ISSUE: Attached to this item is an event and street closure application for the YMCA Family Monster Dash - 1 Mile Fun Run to take place on Saturday, October 26th from 9 a.m. to 9:45 a.m. The applicant is requesting closure of the streets on the route on the attached map.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: The fun run is proposed to begin at the YMCA, progress east along Pine Street, south on S. 10th Street to Vine Street, returning north on Broadway Street to Quince Street, west on Quince Street to S. 7th Street, then finishing back at the YMCA.

RECOMMENDED ACTION/MOTION: Staff recommends approval of the event and street closure application under the conditions listed in the attachment.

FINANCIAL IMPACT: N/A



SPECIAL EVENT APPLICATION

Date of Application: 9/19/24

Event applications that do not include a street closure must be submitted to the Parks & Recreation Department at 1619 Washington Street NE, Brainerd, MN 56401 or parks@ci.brainerd.mn.us at least 14 calendar days prior to the event. Applications that include a street closure must be submitted to the Engineering Department at 501 Laurel Street, Brainerd, MN 56401 or engineer@ci.brainerd.mn.us at least 30 calendar days prior to the event and will require City Council approval.

Type of event: ☐ Event – City Parking Lot ☐ Event – City Park
☒ Event with Street Closure ☐ Other _____

Name of event: YMCA Family Monster Dash - 1 Mile Fun Run

Organizer Information

Organizer's Name: Brainerd YMCA
Organizer's Address: 602 Oak Street Brainerd
Event Contact Person: Jessica Erickson
Event Contact Daytime Phone: 218-454-2558
Event Contact E-mail Address: jerickson@blymca.org
Contact Name/Number Day of Event: Jess Erickson 612-532-4433
For Profit/Nonprofit Status (type): Nonprofit

Applicant information (if different from the event organizer):

Applicant Name: _____
Applicant Address: _____
Applicant Phone: _____
Applicant E-mail Address: _____

Event Information

Event Details (list each date separately)

Event Date	Start Time	End Time	Event Location(s) – see locations listed below
10/26/24	9 AM	9:45 AM	City Streets

☐ Recurring event (requires only one application submittal per year.) Indicate all event dates and times above.

Event locations (*all dimensions are parking lot usable space estimates*):

- City Hall Parking Lot (130' x 146')
- Laurel Street Parking Lot (92' x 120')
- Front Street Parking Lot (66' x 125')
- City Street(s) (street closure request information on page 4 MUST be filled out)
- City Park (must contact the Parks & Recreation Department for information)
- Other (specify location above)

Description of Activities

Brief description of the activities planned during the event. If a parade/run/walk event, please describe the proposed route with the assembly and dispersal locations and attach a route map:

Map is attached

It will be a 1 mile family Fun Run. The race will start at the YMCA and will loop around on the city streets ending back at the YMCA.

Site Information

Electrical usage ☐ Yes ☒ No

Describe the type of equipment to be used and how you intent to supply the power:

Amplified Sound ☐ Yes ☒ No

Describe any recording and sound amplification equipment to be used in your event along with the times:

Restrooms provided ☐ Yes ☒ No

If yes, how many _____ (a ratio of 1 for every 100-150 people is recommended)

Company contracted for restrooms: _____

(if restrooms are provided by neighboring property(s), please submit the location and property owner's signature to verify approval has been granted)

Signs, banners, and/or posters/flyers ☐ Yes ☒ No

Describe the signs, banners, posters, flyers and the locations:

Trash Receptacle Disposal ☐ Yes ☒ No

Company contracted for trash receptacle disposal: _____

Additional Event Information

Please provide a layout of the event showing booths, tents, staging, amusement, food, etc and provide a street map or park map showing the borders of the event.

Throughout all events, businesses should be reasonably accessible to the public. If a business's entrance is blocked by an event layout, then accommodations such as signage, handbills, or similar methods should be made available to mitigate the impact on customer access.

A \$100/day security deposit is required (payable by check only). The security deposit will be refunded should the event site be left clean and void of trash and all event items are removed on the last day of the event. An event that does not occur will not have its security deposit refunded except for hazardous weather conditions, as determined by the City of Brainerd.

Street Closure Request Information

Describe the name and sections of the streets for which you are requesting temporary closure (e.g. South 7th Street between Maple Street and Front Street):

See map attached

Date and time for beginning of street closures: **9 AM**

Date and time for reopening of streets: **9:45 AM**

Describe how your event preserves customer and residential access for businesses and houses along your proposed street closure (e.g. preserving pedestrian flow along sidewalks). Additional pages may be attached.

While the City continues to treat downtown as a venue for events, event plans must be balanced with the interests and needs of property owners.

If a street closure occurs along residential streets, reasonable efforts must be made to alert all property owners along the street of the proposed closure. All street closures shall be approved by the City Council. Failure to notify property owners and tenants in street closure areas will result in revocation of this permit.

For information regarding a street closure, please contact the City Engineering office at 218-828-2307 or engineer@ci.brainerd.mn.us.

Hold Harmless Agreement and Insurance Information

The Applicant covenants to save, defend, hold harmless, and indemnify the City of Brainerd and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the applicant's event herein described.

The City, at its discretion, may require the Applicant to obtain liability insurance for any event. If liability insurance is required, the following requirements apply:

- Minimum of \$1,000,000 in commercial general liability insurance.
- Applicant's insurance shall be primary.
- Insurance shall cover liability for injury death and property damage including coverage for alcohol related claims if alcohol will be served.
- The insurance policy must be issued by an insurance company licensed to do business in Minnesota acceptable to the City.
- The City must be named as an "Additional Insured" on the policy.
- At least ten (10) days prior to the event, the Applicant must provide to the City a Certificate of Insurance showing the required coverage.

Signature of Event Applicant

I attest that the above information is true and accurate, and I certify under penalties of perjury that I am authorized to execute contracts and other instruments and legally bind the Applicant.



Signature of Applicant

Jesscia Erickson

Print Name

Contacts, Permits, and Fees Checklist

Each event has its own requirements and needs. Listed below is a summary of the permits common to many events. Please note that it is *not* necessary to have all permits approved upon submission of this application. However, this checklist should serve as a guide as you plan your event. *All events must have all permits and fees paid and approved prior to the start of the event*

The Event Planner is responsible for providing the following (as needed) information:

Permit, License, or Checklist	Yes	Pending	N/A	Contact (See contact information below)
Authorization to use a city park				Contact the Parks & Recreation Department for information/procedure.
Fire/EMS/Police support				Check yes to request emergency support. The appropriate level of fire, EMS, and police support will be determined based on crowd size and the type of event. Fees may be discussed with the sponsor.
Food and vendor licenses				All vendors must apply for a temporary license through the Commissioner of Revenue's Office. Food vendors are required to collect and report meals tax. Contact City Hall for information/procedure.
Health Department Permit				All food vendors must apply for a temporary food permit through the Minnesota Health Department (MDH).
Insurance Certificate				May be required before issuing a permit.
Sign/banner Permits				Contact the Planning Department for information/procedure.
Parade Permit				Issued by the Police Department after complete submission of application.
Alcohol Use Permit				Must be approved by City Council after submission of the event application. Contact City Hall for information/procedure.

Contact Information

Administration Department:	(218) 828-2307 admin@ci.brainerd.mn.us
Parks and Recreation Department:	(218) 828-2320 parks@ci.brainerd.mn.us
Engineering Department:	(218) 828-2307 engineer@ci.brainerd.mn.us
Planning Department:	(218) 828-2307 planning@ci.brainerd.mn.us
Police Department:	(218) 829-2805 police@ci.brainerd.mn.us
Fire Department:	(218) 828-2312 fire@ci.brainerd.mn.us
MN Commissioner of Revenue:	(651) 282-5225 www.revenue.state.mn.us
MN Department of Health	(320) 223-7300 www.health.state.mn.us
MNDOT Baxter Office	(218) 828-5700 www.dot.state.mn.us

For Official Use Only

Department Sign-offs Required

Department	Date/Initials	Comments
Brainerd Public Utilities	_____	<u>No comments</u>
City Administration	_____	<u>No comments</u>
Engineering Department	<u>10/2 JD</u>	<u>See conditions below</u>
Fire Department	<u>9/26 TH</u>	<u>No issues</u>
Fire Support/EMS	_____	<u>No comments</u>
Parks Department	_____	<u>No comments</u>
Planning Department	_____	<u>No comments</u>
Police Department	<u>10/1 JD</u>	<u>No comments</u>

Event Application Approval

The event as described above is approved subject to any conditions noted on this form or otherwise set forth by the City of Brainerd.

City Administrator or Parks & Recreation Director

Date

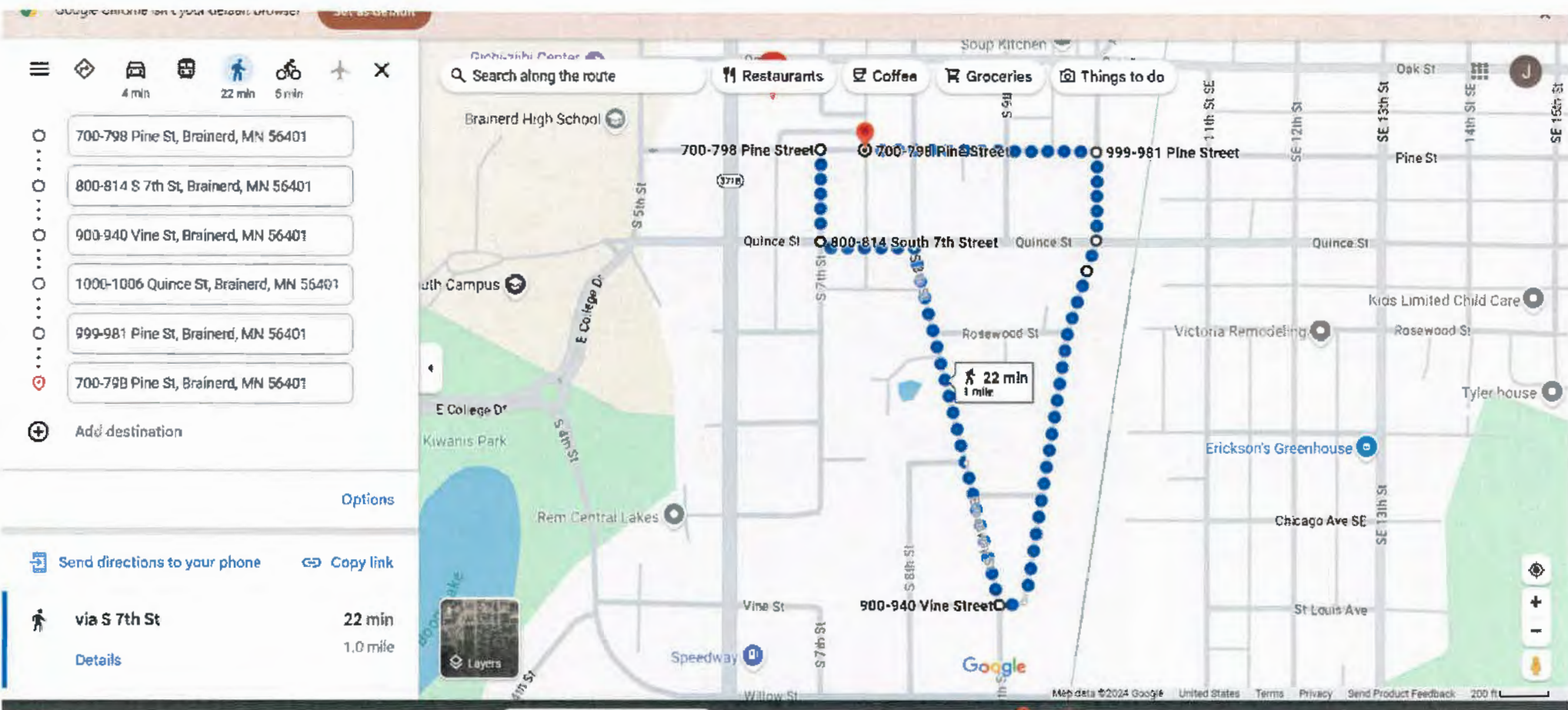
Approval Conditions

Provide Certificate of Insurance to City Hall prior to event.

Request traffic control materials one week prior to event from 218-513-4412.

Certification of Street Closure Approval

The street closure request as described herein was approved by the City Council at their _____, 20__ meeting. Approval is subject to the following condition(s):





City Council Agenda Request

MEETING DATE: October 7, 2024

TITLE OF ITEM: Accept Retirement of Firefighter Josh Smith

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Tim Holmes, Fire Chief

DEPARTMENT: Fire

PRESENTER: Tim Holmes, Fire Chief

ESTIMATED TIME (MIN): 5 minutes

SUMMARY OF ISSUE: On 08/15/2024, Firefighter Josh Smith submitted his letter of resignation from the fire department effective 12/31/2024.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Firefighter Smith has been with the department for 22 years. He has been a very valuable part of the department and will be greatly missed.

RECOMMENDED ACTION/MOTION: Accept, with regret, the resignation of Firefighter Josh Smith effective December 31st, 2024.

FINANCIAL IMPACT:

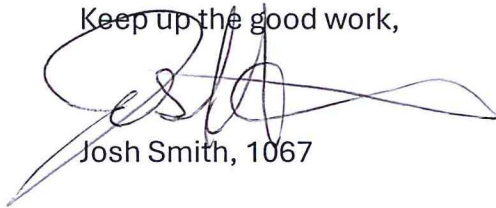
August 15, 2024

BFD Relief Association Board,

I've appreciated the opportunity to have been a part of the Brainerd Fire Department. Please accept this letter as notice of my intent to retire at the end of the calendar year. My final day with the BFD will be December 31, 2024.

The leadership of the department and the commitment of the members to protecting the citizens of Brainerd and the surrounding area is top notch.

Keep up the good work,

A handwritten signature in blue ink, appearing to read 'Josh Smith', with a long horizontal flourish extending to the right.

Josh Smith, 1067



City Council Agenda Request

MEETING DATE: October 7, 2024

TITLE OF ITEM: Approve Resignation of Police Officer Elizabeth Gleason

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Kris Schubert, Human Resources
Director, John Davis, Police Chief

DEPARTMENT: HR

PRESENTER: Kris Schubert, Human Resources
Director

ESTIMATED TIME (MIN): 2 Minutes

SUMMARY OF ISSUE: Police Officer Elizabeth Gleason has submitted a letter of resignation effective October 4, 2024.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION: Motion to accept the resignation of Police Officer Elizabeth Gleason effective October 4, 2024; further, to authorize Staff to begin the hiring process to backfill the position.

FINANCIAL IMPACT:

Elizabeth Gleason



9/18/2024



www.ci.brainerd.mn.us

Chief Davis

Brainerd Police Department

225 E River Rd

Brainerd MN 56401

Dear Chief Davis,

I am writing to formally resign from my position as a police officer, effective 10/4/2024.

I have greatly appreciated the opportunity to work at the Brainerd Police Department and have enjoyed my time here. I have learned a great deal and am grateful for the professional and personal growth I have experienced. However, after careful consideration, I have decided to pursue a new direction in my career. I look forward to working with the police department in the future in my new role with the Sheriff's Department.

Thank you for your understanding and support. I wish everyone at Brainerd Police Department continued success in the future.

Sincerely,

Elizabeth Gleason

A handwritten signature in black ink, appearing to be "Elizabeth Gleason".



City Council Agenda Request

MEETING DATE: October 7, 2024

TITLE OF ITEM: Reclassify Jude Gregersen to CSO Position

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Kris Schubert, Human Resources
Director, John Davis, Police Chief

DEPARTMENT: HR

PRESENTER: Kris Schubert, Human Resources
Director

ESTIMATED TIME (MIN): 2 minutes

SUMMARY OF ISSUE: Jude Gregersen's employment with the City started in May 2024 as a Police Intern. That designation qualified the City to receive funding assistance with Sourcewell's Internship Reimbursement Program. The last day of the Internship Reimbursement Agreement signed by both the City and Sourcewell was September 30, 2024.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Staff has begun the hiring process for another temporary Police Intern.

RECOMMENDED ACTION/MOTION: Motion to reclassify Jude Gregersen to a Community Service Officer effective October 1, 2024.

FINANCIAL IMPACT:



City Council Agenda Request

MEETING DATE: October 7, 2024

TITLE OF ITEM: Approve Resignation of Recreation Specialist Haley Blank

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Kris Schubert, Human Resources
Director, Jessie Dehn, Public Works Director

DEPARTMENT: HR

PRESENTER: Kris Schubert, Human Resources
Director, Jessie Dehn, Public Works Director

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE: Recreation Specialist Haley Blank submitted her resignation notice effective September 19, 2024. The Parks and Recreation Board, at its meeting held September 24, 2024, reviewed the Recreation Specialist job description and recommended a couple of minor changes as noted in the attached relined version of the job description.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: During this vacancy, City Hall Staff are doing their best to absorb the Recreation Specialist's duties in hopes of continuing to provide expected customer service levels.

RECOMMENDED ACTION/MOTION: Motion to accept the resignation of Recreation Specialist Haley Blank effective September 19, 2024; to approve the updated Recreation Specialist job description as recommended by the Parks and Recreation Board; and to authorize Staff to begin the hiring process to backfill the Recreation Specialist position.

FINANCIAL IMPACT: The Recreation Specialist position is included in the 2024 and 2025 budgets; further, the recommended changes to the job description does not require a wage adjustment.

From: [Haley Blank](#)
To: [Jessie Dehn](#)
Cc: [Kris Schubert](#)
Subject: Immediate Resignation Notice
Date: Monday, September 16, 2024 10:45:02 PM

Haley Blank


09/16/2024

Jessie Dehn
City of Brainerd
501 Laurel Street
Brainerd, MN, 56401

Dear Jessie,

I am writing to formally resign from my position as Recreation Specialist for the City of Brainerd, effective immediately.

I appreciate the opportunity you gave me to use my vacation time and take a week off to try and cope with feeling unsafe at work. During this time, I have concluded that I no longer feel safe within the workplace. One of the reasons for this is learning about the circumstances surrounding Katie's resignation, which has contributed to my sense of insecurity. Even with no direct contact with Katie via email, I still encounter her at the fields and courts, which exacerbates these feelings. Additionally, after working with my therapist, I have realized that the work culture surrounding the players of adult sports, particularly the ongoing harassment from some of the softball players, has created a toxic environment that has significantly impacted my mental health.

I will return my work computer, phone, keys, and badge tomorrow at 5 PM by leaving them on my desk. If a different time is more convenient, please let me know; otherwise, I will proceed as planned. At that time, I will also collect my personal belongings. Additionally, I will input my time card and approve the time for my current hours for this pay period.

I apologize for the short notice and any inconvenience this may cause.

Thank you for the opportunities I've had working with the City of Brainerd. While I regret having to leave under these circumstances, I wish the department and the city continued success.

Sincerely,
Haley Blank
Get [Outlook for iOS](#)



Recreation Specialist

Department: Public Works

FLSA Status: Exempt

General Definition of Work

Performs entry level administrative and supervisory responsibilities for planning, organizing, coordinating, implementing and supervising a variety of recreation programs such as: tournaments, youth sports, adult sports, concession stands, leisure activities, warming houses, special events and securing program staff and volunteers, preparing and maintaining appropriate records, and related work as apparent or assigned. Work is performed under the limited supervision of the Public Works Director. Continuous supervision is exercised over seasonal employees, program instructors and volunteers.

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions

Essential Functions

- Plans, organizes, publicizes, implements and manages a variety of community recreation programs, special events and activities for all age groups based on the interests of the community.
- Recruits, interviews and hires applicable program staff; conducts performance evaluations for future hiring consideration. Recruits and selects volunteers and business partners/service clubs for special events and programs.
- Supervises, trains, assigns, and schedules program staff and volunteers. Provides coaching and imposes disciplinary action up to and including dismissal for seasonal staff and volunteers.
- Resolves problems and disputes among participants; enforces rules and regulations; maintains order and discipline; ensures compliance with established policies and procedures.
- Designs promotional materials and advertises programs; Monitors/edits department social media/website platforms.
- Evaluates program effectiveness, activities and community needs; facilitates meetings; recommends and implements recreation program changes through polls, surveys and research.
- Collects and organizes data about participation and engagement with recreation programs, activities, and special events. Uses data to identify high level trends and share as appropriate.
- Maintains and orders concession stand supplies and equipment; ensures staff are following Minnesota Department of Health guidelines; maintains inventory and necessary records or reports.
- Observes facilities and grounds for cleanliness and hazardous conditions and provides information to appropriate staff; prepares and maintains department incident and accident reports and provides follow-up if necessary.
- May perform duties of Public Works Department Administrative Specialist when needed or as directed including general office tasks such as assisting in processing registrations and facility rentals; receives and responds to inquiries and complaints; answering the telephone; and sending and receiving email correspondence.
- Plans for and schedules practices and games maximizing use of department and community resources and facilities via software and personal contact.
- Provides input for standard operating procedures, department policies, and emergency action plans.
- Organizes purchase of team uniforms, supplies, equipment and awards; solicits team sponsorships for corresponding teams and oversees proper billing procedures; Schedules and coordinates photographer for youth program team photos.
- Arranges and coordinates tournaments, exhibitions, fundraising, sponsorships, advertisements and special events for all activities to coincide with local or community wide programs.
- Serves as tournament liaison and split site director as needed on weekends and evenings.
- Monitors effective and efficient use of budgeted funds, personnel, materials, facilities, and time; Makes recommendations for future programming needs.
- Assists Public Works Director as assigned.

Recreation Specialist

Page 2

Essential Functions Cont.

- Represents the City's interests in developing and maintaining cooperative and ongoing relationships with the Parks and Recreation Board, parents, volunteers, local business community, local schools, mutual interest organizations and other agencies to support and enhance the Department.
- Oversees, supervises and manages playgrounds and athletic complexes.
- Assists in the preparation of grant applications and all other fundraising initiatives.
- Attends training sessions and conferences to keep informed of industry trends and practices.
- Perform related tasks as assigned or needed.

Knowledge, Skills and Abilities

- General knowledge of the principles and practices of the administration of parks and recreation facilities and programs.
- Ability to communicate effectively utilizing interpersonal communications skills, both orally and in writing, with a wide range of individuals.
- Ability to exhibit sustained concentration and prolonged commitment to job tasks; ability to be tactful and maintain confidentiality as needed and the ability to deal with the public.
- Ability to establish and maintain effective working relationship with City officials, other public officials, associates, contractors, coworkers, supervisors, other city departments and the public.
- A team builder with the ability to coach, mentor, and develop staff and volunteers; maintain effective public relations and to speak before public groups.
- Internal/external customer-driven attitude.
- Possess working knowledge of computer hardware and software including Microsoft Office products, GIS, website/social media content maintenance and other applicable department required software programs.
- Supervise staff and delegate work.
- Leadership including problem solving and decision making.
- Ability to work outdoors and in a variety of weather conditions; Ability to work irregular hours.

Education, Experience and Special Requirements

- High School Diploma or equivalent.
- College courses with major studies in recreation and leisure, parks, sports management, or related field; minimum of three (3) years of experience in the recreation programming field three (3) years of supervisory experience in recreation and leisure, parks, coaching, sports management, event planning, marketing, or related field; or equivalent combination of education and experience as determined by the Public Works Director.
- Valid driver's license.
- Possess the following certifications upon date of hire within fourteen (14) days of hire:
 - Department required concussion training.
 - CPR/AED/First Aid certification.
 - Within six months of hire, possess the following licenses/certifications within six (6) months of hire: :
State of MN Food Handler's license
- Graduation from an accredited four-year college or university with major course work in recreation, leisure, physical education, sports management or related field is a highly desired qualification.

Physical Requirements

This work requires the occasional exertion of up to 50 pounds of force; work frequently sitting, speaking or hearing and using hands to finger, handle or feel and occasionally requires standing, walking, climbing or balancing, stooping, kneeling, crouching or crawling, reaching with hands and arms, pushing or pulling, lifting and repetitive motions; work requires close vision, distance vision, ability to adjust focus, depth perception, color perception and peripheral vision; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, using of measuring devices, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work frequently requires exposure to outdoor weather conditions and occasionally requires exposure to blood borne pathogens and may be required to wear specialized personal protective equipment; work is generally in a moderately noisy location (e.g. business office, light traffic).

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer, as the needs of the employer and requirements of the job change.

Last Revised: ~~October 31, 2023~~ September 24, 2024



Recreation Specialist

Department: Public Works

FLSA Status: Exempt

General Definition of Work

Performs entry level administrative and supervisory responsibilities for planning, organizing, coordinating, implementing and supervising a variety of recreation programs such as: tournaments, youth sports, adult sports, concession stands, leisure activities, warming houses, special events and securing program staff and volunteers, preparing and maintaining appropriate records, and related work as apparent or assigned. Work is performed under the limited supervision of the Public Works Director. Continuous supervision is exercised over seasonal employees, program instructors and volunteers.

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Essential Functions

- Plans, organizes, publicizes, implements and manages a variety of community recreation programs, special events and activities for all age groups based on the interests of the community.
- Recruits, interviews and hires applicable program staff; conducts performance evaluations for future hiring consideration. Recruits and selects volunteers and business partners/service clubs for special events and programs.
- Supervises, trains, assigns, and schedules program staff and volunteers. Provides coaching and imposes disciplinary action up to and including dismissal for seasonal staff and volunteers.
- Resolves problems and disputes among participants; enforces rules and regulations; maintains order and discipline; ensures compliance with established policies and procedures.
- Designs promotional materials and advertises programs; Monitors/edits department social media/website platforms.
- Evaluates program effectiveness, activities and community needs; facilitates meetings; recommends and implements recreation program changes through polls, surveys and research.
- Collects and organizes data about participation and engagement with recreation programs, activities, and special events. Uses data to identify high level trends and share as appropriate.
- Maintains and orders concession stand supplies and equipment; ensures staff are following Minnesota Department of Health guidelines; maintains inventory and necessary records or reports.
- Observes facilities and grounds for cleanliness and hazardous conditions and provides information to appropriate staff; prepares and maintains department incident and accident reports and provides follow-up if necessary.
- May perform duties of Public Works Department Administrative Specialist when needed or as directed including general office tasks such as assisting in processing registrations and facility rentals; receives and responds to inquiries and complaints; answering the telephone; and sending and receiving email correspondence.
- Plans for and schedules practices and games maximizing use of department and community resources and facilities via software and personal contact.
- Provides input for standard operating procedures, department policies, and emergency action plans.
- Organizes purchase of team uniforms, supplies, equipment and awards; solicits team sponsorships for corresponding teams and oversees proper billing procedures. Schedules and coordinates photographer for youth program team photos.
- Arranges and coordinates tournaments, exhibitions, fundraising, sponsorships, advertisements and special events for all activities to coincide with local or community wide programs.
- Serves as tournament liaison and split site director as needed on weekends and evenings.
- Monitors effective and efficient use of budgeted funds, personnel, materials, facilities, and time; Makes recommendations for future programming needs.
- Assists Public Works Director as assigned.

Recreation Specialist

Page 2

Essential Functions Cont.

- Represents the City's interests in developing and maintaining cooperative and ongoing relationships with the Parks and Recreation Board, parents, volunteers, local business community, local schools, mutual interest organizations and other agencies to support and enhance the Department.
- Oversees, supervises and manages playgrounds and athletic complexes.
- Assists in the preparation of grant applications and all other fundraising initiatives.
- Attends training sessions and conferences to keep informed of industry trends and practices.
- Perform related tasks as assigned or needed.

Knowledge, Skills and Abilities

- General knowledge of the principles and practices of the administration of parks and recreation facilities and programs.
- Ability to communicate effectively utilizing interpersonal communications skills, both orally and in writing, with a wide range of individuals.
- Ability to exhibit sustained concentration and prolonged commitment to job tasks; ability to be tactful and maintain confidentiality as needed and the ability to deal with the public.
- Ability to establish and maintain effective working relationship with City officials, other public officials, associates, contractors, coworkers, supervisors, other city departments and the public.
- A team builder with the ability to coach, mentor, and develop staff and volunteers; maintain effective public relations and to speak before public groups.
- Internal/external customer-driven attitude.
- Possess working knowledge of computer hardware and software including Microsoft Office products, GIS, website/social media content maintenance and other applicable department required software programs.
- Supervise staff and delegate work.
- Leadership including problem solving and decision making.
- Ability to work outdoors and in a variety of weather conditions; Ability to work irregular hours.

Education, Experience and Special Requirements

- High School Diploma or equivalent.
- College courses with major studies in recreation and leisure, parks, sports management, or related field; minimum of three (3) years of supervisory experience in recreation and leisure, parks, coaching, sports management, event planning, marketing, or related field; or equivalent combination of education and experience as determined by the Public Works Director.
- Valid driver's license.
- Possess the following certifications within fourteen (14) days of hire:
 - Department required concussion training.
 - CPR/AED/First Aid certification.
- Possess the following license/certification within six (6) months of hire: State of MN Food Handler's license.
- Graduation from an accredited four-year college or university with major course work in recreation, leisure, physical education, sports management or related field is a highly desired qualification.

Physical Requirements

This work requires the occasional exertion of up to 50 pounds of force; work frequently requires sitting, speaking or hearing and using hands to finger, handle or feel and occasionally requires standing, walking, climbing or balancing, stooping, kneeling, crouching or crawling, reaching with hands and arms, pushing or pulling, lifting and repetitive motions; work requires close vision, distance vision, ability to adjust focus, depth perception, color perception and peripheral vision; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, using of measuring devices, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work frequently requires exposure to outdoor weather conditions and occasionally requires exposure to blood borne pathogens and may be required to wear specialized personal protective equipment; work is generally in a moderately noisy location (e.g. business office, light traffic).

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer, as the needs of the employer and requirements of the job change.

Last Revised: September 24, 2024



City Council Agenda Request

MEETING DATE: October 7, 2024

TITLE OF ITEM: Update regarding Transit Operations Specialist Position

AGENDA: P&F Committee

ACTION REQUESTED: Information Only

SUBMITTED BY: Kris Schubert, Human Resources
Director, Jessie Dehn, Public Works Director

DEPARTMENT: HR

PRESENTER: Kris Schubert, Human Resources
Director, Jessie Dehn, Public Works Director

ESTIMATED TIME (MIN): 1 Minute

SUMMARY OF ISSUE: We received 8 applications for the Transit Operations Specialist Position with 2 candidates invited to interview. We have had an unsuccessful hiring process; therefore, Staff will meet to consider our options. In the meantime, temporary staff will continue to assist the Transit Department realizing that the individual cannot work more than 100 days in a calendar year per the IBEW Administrative Support Union Contract.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION: n/a - Informational at this time.

FINANCIAL IMPACT:



City Council Agenda Request

MEETING DATE: October 7, 2024

TITLE OF ITEM: Accept Retirement of Meter Serviceworker Carl Kezar

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Kris Schubert, Human Resources
Director, Chris Evans, Public Utilities Director

DEPARTMENT: HR

PRESENTER: Kris Schubert, Human Resources
Director

ESTIMATED TIME (MIN): 2 minutes

SUMMARY OF ISSUE: Carl Kezar submitted his retirement notice on Tuesday, August 27, 2024. Carl's retirement date will be Thursday, December 12, 2024.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Since Public Utilities Director Evans has only been on the job for about a month, he would like time to review the needs and organizational structuring; therefore, he is requesting a delay in backfilling to assess whether modifications (if any) or complete change to the position are warranted.

RECOMMENDED ACTION/MOTION: Motion to accept, with regret, the retirement of Meter Serviceworker Carl Kezar effective December 12, 2024.

FINANCIAL IMPACT:

received
8/27/2024

To whom it may concern,

It is my intent to retire on December 12, 2024.

RECEIVED
AUG 27 2024
Brainerd Public Utilities

This will be my last day of work.

Thank you,

Carl Kezar

Carl Kezar



City Council Agenda Request

MEETING DATE: October 7, 2024

TITLE OF ITEM: Authorize Staff to begin the Hiring Process for an Apprentice Lineworker

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Kris Schubert, Human Resources
Director, Chris Evans, Public Utilities Director

DEPARTMENT: Administration

PRESENTER: Kris Schubert, Human Resources
Director, Chris Evans, Public Utilities Director

ESTIMATED TIME (MIN): 2 minutes

SUMMARY OF ISSUE: The City has been trying to fill four vacancies in our Journeyman Lineworker classification going back to November 2023. We hired two individuals that started last month and a third individual was recently given a conditional job offer and is progressing through the pre-employment testing process. At this time, Staff is recommending that the Council authorize the hiring process for an Apprentice Lineworker instead of a Journeyman Lineworker; further, that we utilize an internal job posting to fill the vacancy.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION: Motion to authorize the hiring process for an Apprentice Lineworker instead of a Journeyman Lineworker; further, that we utilize an internal job posting to fill the vacancy.

FINANCIAL IMPACT: N/A - The fourth Lineworker position was included in the 2024 Public Utilities Department budget and has a higher wage grid than an Apprentice Lineworker.



City Council Agenda Request

MEETING DATE: October 7, 2024

TITLE OF ITEM: Approval of 2025 Health Insurance Broker Agreement

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Kris Schubert, Human Resources
Director

DEPARTMENT: HR

PRESENTER: Kris Schubert, Human Resources
Director

ESTIMATED TIME (MIN): 2 minutes

SUMMARY OF ISSUE: Attached is the 2025 Service Agreement between the City of Brainerd and North Risk Partners for North Risk Partners to be our 2025 health insurance broker for the Better Health Collective (formerly Sourcewell) health insurance for the City and HRA. Please note this agreement is effective October 1, 2024 (October is the same effective date as last year) as the broker will be assisting us with our 2025 Open Enrollment Process; further, North Risk Partners has offered to split the invoice so \$13,500 would be payable this fall and \$13,500 would be payable next summer. Please note the broker fee is split between the City, the Public Utilities Department and HRA based on the number of their employees enrolled in the Better Health Collective health plan. The City's share of the 2025 broker's fee will be approximately \$11,000.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: North Risk Partners has been our Health Insurance Broker since October 2020. Since that time, we have learned how beneficial a fully-engaged broker can be for our renewal process as well as presenting and negotiating benefits for us. In the past, North Risk Partners was able to negotiate a premium reduction for us; however, that was not an option for our 2025 renewal based on our past year's utilization.

RECOMMENDED ACTION/MOTION: Authorize retaining North Risk Partners as our health insurance broker for 2025 for the Better Health Collective (formerly Sourcewell) in the amount of \$27,000; further, to approve the attached 2025 Service Agreement between the City of Brainerd and North Risk Partners.

FINANCIAL IMPACT: The cost for this agreement is included in the budget.



NORTH RISK PARTNERS®

Service Agreement

Large Group Employee Benefits

City of Brainerd/HRA

Effective Date: OCT 2024 - SEPT 2024

Herein are services included in our package based on the current commission schedule. Extended services for additional fees are also listed. This document serves as a prompt for service discussions. Once finalized and signed, the document will serve as a formal agreement of services to be delivered by North Risk Partners.

Disclaimer: The services outlined in this agreement will be provided to the employer for the duration of their client relationship with North Risk Partners. Should the employer cease to be a client, the client will assume financial responsibility for these services.

INSERT CLIENT NAME HERE: City of Brainerd/HRA

SERVICE AGREEMENT

LARGE GROUP EMPLOYEE BENEFITS

SERVICE	DESCRIPTION	FREQUENCY
Enrollment Strategy & Employee Education	- Evaluate communication strategies and determine the best-fit approach in the short and long term to enhance employee understanding of benefit offerings. This may include: - Open enrollment flyers, posters, payroll stuffers - Open enrollment annual meetings - Use of enrollment platform and/or enrollment guide - Bilingual communication options as needed (additional fees apply) - Determine ongoing benefits enrollment options and eligibility management. - Implement enrollment approach and provide ongoing support.	ANNUALLY
Ongoing Account Management	- Provide contact information and an outline of roles for all account management team. - Perform day-to-day service and act as a resource for City of Brainerd/HRA on all benefit topics. - Advocate on behalf of City of Brainerd/HRA and its employees regarding any benefit issues, questions, enrollment, claims, and ongoing education. - Act as a liaison between City of Brainerd/HRA and all insurance providers and administrators. - Provide ongoing support of the benefits administration platform and all tools and resources. - As requested, provide monthly claims reporting and high claimant overview	ONGOING

SERVICE AGREEMENT

LARGE GROUP EMPLOYEE BENEFITS

SERVICE	DESCRIPTION	FREQUENCY
First Quarter Meeting	- Renewal and open enrollment recap - Review plans and monitor City of Brainerd/HRA experiences with each service provider/vendor - Stewardship review and service team review - Annual planning goals - Agency evaluation - Annual service calendar - Prior year full claims experience review	ANNUALLY WITHIN FIRST QUARTER FOLLOWING RENEWAL DATE
Mid-Year Review	- Analyze vendor, carrier, and product performance; based on client needs, determine which plans to take to market for the upcoming renewal - Perform claims analysis and benchmark comparisons -i.e., Milliman benchmark report - Discuss upcoming renewal and open enrollment timeline goals - Discuss renewal estimates based on year-to-date claims information for budget projections of future costs - Review funding options and alternatives where appropriate - Present any new industry best practices, new products or services, compliance, and legislative developments for consideration during the upcoming renewal - Develop benchmarking analysis to demonstrate plan and program efficacy compared to market.	ANNUALLY
Pre-Renewal Strategy	- Pre-renewal discussion with City of Brainerd/HRA to confirm market specifications (via phone or in person if needed) - Prepare market specifications for all lines of coverage and solicit alternative product/financial proposals from competitive markets for plans determined in the mid-year meeting (if applicable)	ANNUALLY

SERVICE AGREEMENT

LARGE GROUP EMPLOYEE BENEFITS

SERVICE	DESCRIPTION	FREQUENCY
Pre-Renewal Strategy (cont.)	- Request renewals 90-180 days prior to policy anniversary from all benefits carriers - Review renewals for accuracy, justification and consistency with historical data - Meet with carrier representatives including sales, service, underwriting, claims, etc. to negotiate on City of Brainerd/HRA behalf to ensure the most competitive and fair offer is presented - Evaluate qualifying proposals in detail comparing costs, plan designs, administration expenses, network coverage, access, and discounts	ANNUALLY
Renewal Delivery and Process	- Prepare and present a comprehensive and concise Renewal Executive Summary to City of Brainerd/HRA benefits team - Analyze claims experience for all insurance coverages and make recommendations (if applicable) - Make recommendations regarding any plan changes or carrier finalists based on in-depth analysis - Inventory current services for all employee plans provided with City of Brainerd/HRA and negotiate with finalists for needed services - Provide detailed follow-up regarding any questions or timelines discussed and move forward with open enrollment strategy - Assist City of Brainerd/HRA with implementation of recommended programs, plan changes and any vendor/carrier changes - Make recommendations regarding contribution strategy and payroll deductions	ANNUALLY

SERVICE AGREEMENT

LARGE GROUP EMPLOYEE BENEFITS

Value-Added Services

AVAILABLE AS PART OF CORE SERVICES

Services with an * indicate additional fees may apply. All fees for projects are offered at a discounted rate and may be eligible for sponsorship.

Employee Navigator Comprehensive Custom Site Build

- Data Migration
- Load plans, compensation structure, forms and resources
- Configure document library and upload compliance documents
- Coordinate file feed setup with available vendors
- Onboarding setup: I-9, W-4, offer letters, City of Brainerd/HRA required documents for signature
- Open enrollment setup and status reporting
- Provide client training, open enrollment progress reports and ongoing support.
- ACA compliance/reporting*
- Outsourced benefit admin/HRIS solutions*

Benefits Compliance Support

North Risk provides a variety of tools and resources available to assist our clients with their compliance needs. Our consultation will evaluate your status, and we will recommend options to help support your compliance needs.

- **ERISA Compliance Services***
 - Plan Document preparation including Summary Plan Description and Summary of Material Modification
 - Wrap Document Preparation
 - Form 5500 Preparation
 - Non-discrimination Testing
- **ComplianceDashboard Health Plan Compliance**

ComplianceDashboard is an online tool customized to each client's health plan.

 - Regular email and calendar reminders
 - Step-by-step guidance
 - On-demand reports
 - Store compliance documents securely
 - Online HR tool that provides compliance checklists, guides and links to state and federal laws

SERVICE AGREEMENT

LARGE GROUP EMPLOYEE BENEFITS

▪ **General Benefit Compliance Support**

North Risk Partners has direct access to a team of attorneys and regulatory analysts to answer employer-specific compliance questions in the areas of:

- Affordable Care Act
- Consolidated Appropriations Act
- HIPAA Privacy and Security
- COBRA and State Continuation Provisions
- Section 125 Regulations
- IRC Non-discrimination Rules
- ERISA Reporting and Disclosure Rules
- HRA and HSA Rules and Regulations
- 5500 Filings
- Non-Discrimination Testing
- Monthly compliance webinars

Training Center (Learning Management System)

Our turnkey solution assists companies in achieving employee training goals. Compared to traditional classroom-based instruction, online training reduces training costs, training time, improves trainee comprehension rates, and provides for consistent, enterprise-wide training content delivery. North Risk's Training Center is user friendly, simple to use, and has over 300 training courses in the areas of Human Resources and Safety.

Human Resources & Employment Law

- **Hotline for day-to-day business support**
 - HR Audits
 - FMLA Guidance
 - Interview Question review
 - Performance Management
 - Onboarding
 - Job Description Review
 - Employee Handbook Creation
- **Client Webinars & Seminars around education on key HR topics**
- **Custom projects such as PTO and termination policies, severance and layoffs, or downsizing management***

SERVICE AGREEMENT

LARGE GROUP EMPLOYEE BENEFITS

Safety & Loss Control

- **Hotline for day-to-day business support**
- **Professional Consulting***
 - Mock safety, loss control, and compliance audits
 - Safety and training program development
 - Workplace hazard evaluations
 - OSHA/DOT compliance and reporting
 - Ergonomics assessments
 - Online loss control and safety resources via Risk Management Center
 - Stay-at/Return-to-Work programs
 - Managing on-the-job distractions

Claims Analytics (Springbuk)

Available for fully insured medical plans > 200 enrolled

Available for self-funded medical plans > 100 enrolled

- Data analytics helping our clients better manage claims by identifying trends.
- North Risk Partners will onboard and work directly with SpringBuk on behalf of clients and provide regular data analysis and reporting
- Programs and resources can be applied, and progress tracked to monetize efficacy.
- Quarterly reporting

Wellness Consulting

North Risk Partners is a passionate proponent of the positive short and long-term impact of behavioral change. We have partnered with a variety of resources that are all at the leading edge of health promotion.

After an evaluation of the current wellness culture, create a strategic plan to meet overall goals of EMPLOYER NAME. This will involve analyzing resources and program scope, including time frames and additional pricing (if applicable).

Seminars and Monthly Webinars

North Risk hosts seminars and monthly webinars presented by industry professionals in the areas of insurance, compliance, human resources, safety, wellness and more.

Service Description	Frequency
---------------------	-----------

Compensation / Consulting Fee

North Risk Partners agrees to provide consulting and core brokerage services as detailed throughout this service agreement in exchange for a fee-for service model:

Fee for Service: \$27,000 annually.
(We can invoice semi-annual installments)

This agreement shall remain for in effect for one year and can be renegotiated annually.



09/22/2024

 North Risk Partners -
 Adam M. Olson

 Date

 City of Brainerd

 Date



City Council Agenda Request

MEETING DATE: October 7, 2024

TITLE OF ITEM: Approve Flexible Spending Account Administration Contract with WEX, Inc.

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Kris Schubert, Human Resources
Director

DEPARTMENT: HR

PRESENTER: Kris Schubert, Human Resources
Director

ESTIMATED TIME (MIN):

SUMMARY OF ISSUE: The City of Brainerd is part of the Better Health Collective health insurance pool. The pool will be transitioning to Blue Cross/Blue Shield's health insurance effective January 1, 2025. Since HealthPartners was our previous health insurance provider, we had utilized HealthPartners for our Flexible Spending Account (FSA) Administration for ease of payment processing primarily for medical-related issues. That arrangement is no longer applicable; therefore, Staff is recommending that we switch our FSA Administration to WEX, Inc., who also handles our COBRA benefit administration. As part of the COBRA administration, we already enter all current and new employees into their employer portal. By utilizing WEX for our FSA benefit, it will alleviate duplicated efforts if a different FSA Administrator is utilized. Between the City, Public Utilities Department and the HRA, we currently have 9 employees that elect an FSA for either their medical and/or dependent care expenses. The City realizes a cost savings of the applicable employer portion of Social Security and Medicare payroll taxes for the benefit election.

City Attorney Langel has reviewed the attached sample agreements and has no concerns. We are awaiting final documents from WEX. Since our Open Enrollment meeting date is October 14th, we are asking that the Council approve the agreements for WEX to perform this service at this time and that the final agreements will be subject to review and approval by the City Attorney.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: WEX requires a \$500 one-time setup fee. In addition, WEX charges \$4.95 per participant per month which is a slight increase from \$4.25 per month that HealthPartners currently charges. There is also a \$70 per month minimum fee. The City, Public Utilities Department and HRA will split the cost of these fees based on the number of participants each entity has that elects an FSA for 2025. That monthly cost is guaranteed until at least January 1, 2028.

RECOMMENDED ACTION/MOTION: Motion to approve the attached agreements with WEX, Inc. to provide our Flexible Spending Account (FSA) Administration effective January 1, 2025, subject to review and approval by our City Attorney.

FINANCIAL IMPACT: The cost is dependent on the number of employees that elect the benefit in 2025 and beyond.

REIMBURSEMENT ACCOUNT ADMINISTRATIVE SERVICES AGREEMENT

RECITALS

WEX and Employer may be referred to herein individually as a "party" and collectively as the "parties."

Employer has adopted an Internal Revenue Code (together with its implementing regulations, in each case as amended) (the "Code") Section 125 (26 USC § 125) Cafeteria Plan (the "125 Plan") for its eligible employees. Included in the 125 Plan is one or more of the following plans or arrangements: a health flexible spending arrangement ("Health FSA"); a dependent care flexible spending arrangement ("Dependent Care FSA") (a health FSA and a Dependent Care FSA are referred to collectively as an "FSA"); and/or a limited purpose health flexible spending arrangement ("Limited Health FSA").

Employer may have also adopted one or more of the following for its eligible employees: a health reimbursement arrangement ("HRA") Code Section 105 (26 USC § 105); a limited purpose health reimbursement arrangement ("Limited HRA") Code Section 105 (26 USC § 105); an individual coverage health reimbursement arrangement ("ICHRA") Code Section 105 (26 USC § 105); and/or a transportation fringe benefit plan spending account ("TSA" or "Commuter") qualified under Code Section 132(f) (26 USC § 132(f)).

Employer may have also adopted other spending or reimbursement account benefits or post-tax benefits that are not subject to the Code.

Individually and collectively, as the context may require, the foregoing plans or other arrangements maintained by Employer shall be referred to as the "Plan."

Employer desires WEX to assist in its administration of the Plan, and WEX desires to assist Employer in the administration of the Plan.

WEX and Employer agree that WEX shall assist in the administration of the Plan based on the terms and conditions set forth in this Reimbursement Account Administrative Services Agreement (this "Agreement"), including, without limitation that:

- Employer has established the Plan for the exclusive benefit of its employees.
- Employer is the administrator of the Plan (the "Plan Administrator").
- Employer remains the Plan Administrator and is responsible for the operation and maintenance of the Plan, including the establishment of eligibility and benefits and funding the payment of benefits owed to participants under the Plan.
- WEX is an independent contractor in relation to Employer and to the Plan and acts as an agent on behalf of Employer in rendering services for Employer pursuant to this Agreement.
- WEX is to provide the agreed upon services without assuming any liability for the performance of any other services beyond those set forth below.

The above-stated recitals are accurate, true, and correct and are incorporated herein and made a part hereof by this reference.

Now, therefore, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 WEX ADMINISTRATIVE SERVICES

1.1 Plan Administration Assistance

WEX shall assist Employer in the administration of the Plan as provided in this Agreement. WEX's duties with respect to the Plan are limited to those selected for services by Employer via the WEX portal or design guide.

1.2 Plan Documents Assistance

(a) Upon request, WEX will assist Employer in the establishment and operation of FSAs by providing, for review by Employer, WEX's sample plan documents, including a plan document, a summary plan description ("SPD"), if applicable, and other standard documents relating to the administration of a plan.

(b) For the establishment of HRAs, Limited HRAs, and TSAs, WEX provides a sample prototype plan with an agreement that, once adopted, becomes Employer's HRA, Limited HRA or TSA plan document.

(c) For the establishment of post-tax benefits that are not subject to the Code, WEX does not provide a sample plan document or a prototype plan with an agreement.

(d) Employer is under no obligation to use WEX's sample documents in establishing and maintaining its plan.

(e) WEX's sample documents are based on WEX's internal policies and procedures, which may change from time to time, and the legal and regulatory requirements then in effect.

(f) It is Employer's responsibility to determine whether WEX's sample documents are legally compliant for Employer's purposes, in compliance with the requirements of its Plan, are appropriately completed, and are appropriately and timely adopted by Employer.

(g) Employer must provide WEX with an executed copy of its plan document.

(h) When there is a change in applicable domestic law or regulation or when requested by Employer due to Employer changing plan design, WEX will provide Employer with its sample plan amendments.

(i) It is Employer's responsibility to determine whether WEX's sample plan amendments or other revisions are legally compliant for Employer's purposes, in compliance with the requirements of its Plan, are appropriately completed, and are appropriately and timely adopted by Employer.

(j) Employer must provide WEX with an executed copy of its amended plan document.

1.3 Recordkeeping

WEX shall assist Employer in the development and maintenance of administrative and recordkeeping systems for the Plan. WEX's recordkeeping services are listed in the Services Addendum.

1.4 Information for Employer Disclosure and Plan Reporting

WEX shall provide Employer with general information about disclosure and Plan reporting requirements that relate to the Plan and the information maintained by WEX that is necessary for Employer to prepare the annual Form 5500.

WEX shall not be responsible for the accuracy of any information provided by Employer nor shall WEX be responsible for determining the level of compliance required by the Plan. It is the sole responsibility of Employer to comply with all legal disclosure and Plan reporting requirements.

1.5 WEX Reporting to Employer

WEX shall provide the following reports to Employer:

- Employer Funding Report (daily or monthly – the frequency of this report is dependent on the funding method selected)
- Payment History Report (on demand)
- Enrollment Report (monthly and on demand)
- Account Balance Detail Report (monthly and on demand)
- Payroll Deduction Report (frequency based on payroll frequency for auto-post employers)
- Statement of fees due to WEX (monthly invoice)

1.6 Forms

WEX shall provide Employer forms for use in administering the Plan. The forms are available within the online account. All forms and all user guide information will be subject to periodic updates and revision. WEX shall also provide Employer instructions and forms for use in the processing of benefit claims under the Plan.

1.7 Plan Payments

Using funds received from Employer, WEX shall pay the amounts due as a result of the operation of the Plan and in compliance with the participant's current Plan elections.

1.8 Claims Processing

(a) WEX shall process claims received from Employer or from Plan participants on a daily basis during regular business hours (6:00 a.m. to 6:00 p.m. Central Time Zone, Monday through Friday excluding holidays).

(b) WEX shall arrange for the payment of approved reimbursement requests as provided in the Plan.

(c) WEX shall process any initial claim for benefits made under the Plan provided the claim is submitted in accordance with the terms of the Plan, the SPD, and any reasonable rules established by WEX and communicated to Employer and participants.

(d) WEX will accept or deny (in whole or in part) an initial claim for benefits after making such investigation as it deems necessary.

(e) To the extent WEX determines that a participant is entitled to the claimed benefits under the Plan, WEX will arrange for the proper payment from the Plan using the funds provided by Employer.

(f) To the extent WEX determines that a participant is not entitled to claimed benefits under the Plan, WEX will provide to such participant a written notification of its decision as soon as administratively practicable after the claim was received by WEX, subject to the requirements of Section 503 of the Employee Retirement Income Security Act of 1974 ("ERISA") (29 USC § 1133) and 29 CFR § 2590.715-2719.

(g) WEX shall be responsible for making the decision to accept or deny (in whole or in part) all appeals of denied benefit claims consistent with Section 503 of ERISA (29 USC § 1133) and 29 CFR § 2590.715-2719.

(h) WEX shall be responsible for notifying the participant of its decision regarding an appeal consistent with Section 503 of ERISA (29 USC § 1133) and 29 CFR § 2590.715-2719.

(i) In making decisions regarding claims for benefits and appeals of denied benefit claims, WEX shall have discretionary authority to construe and interpret the terms of the Plan and to determine whether a benefit claim is properly payable under the Plan.

(j) Notwithstanding anything herein to the contrary, Employer shall be responsible for all eligibility claims, eligibility appeals, and eligibility determinations with respect to eligibility of an individual to participate in the Plan.

(k) To the extent that WEX provides written non-English assistance to a participant during the course of claims processing as required by Section 503 of ERISA (29 USC § 1133) and 29 CFR § 2590.715-2719, Employer shall reimburse WEX for the related fees and expenses, if any.

1.9 Employer Funds and Custodial Account

Funds received by WEX from Employer for the payment of Plan benefits shall be held in the Custodial Account pursuant to Article 3.

1.10 Direct Load Payments for TSA

As applicable, using Plan funds, and based on instructions received from the participant, WEX shall pay employer-provided transportation benefits through electronic media by transmitting funds to a participant's smartcard or account with the transit authority. Only pre-tax participant contributions are eligible for use with the transit authority smartcard. A transactional processing fee could be imposed by a third party, such as the transportation authority.

1.11 Overpayment Recovery

If WEX determines that it has paid benefits to an ineligible person or paid more than the appropriate amount, WEX shall, with Employer's full cooperation, undertake a good faith, commercially reasonable effort to recover such erroneous payment. What constitutes a "good faith, commercially reasonable effort" may vary from time to time depending upon the circumstances of the overpayment, but may include WEX's attempt to contact the participant twice via letter, phone, email or another means about the recovery of the payment at issue.

1.12 Unused Amounts and Unclaimed Amounts

Except for those amounts subject to any Health FSA carryover elected by the Plan in accordance with the Internal Revenue Service ("IRS") Notice 2013-71 (as such guidance may be modified or updated), all amounts that remain unused in an FSA account or a TSA after the end of the period specified by the Plan during which a participant can make a claim plus any periods for appeal or claim dispute shall be forfeited by the participant and returned to Employer less any undisputed fees and expenses due and owing to WEX under this Agreement. The direct terms of an applicable Plan may alter the forfeiture provisions of this Section 1.12 only with respect to a Plan participant.

Any amounts unclaimed by participants, including any unclaimed reimbursement checks (or other similar methods of payment) that have been issued but remain unendorsed or uncashed and unpaid after the end of the plan year's run-out period elected by the Plan, shall be returned to Employer less any undisputed fees and expenses due and owing to WEX under this Agreement. Employer shall be responsible to report unclaimed amounts in accordance with applicable state law unless otherwise forfeited under the terms of the Plan.

1.13 Retention and Release of Plan Data, Records, and Files

(a) WEX shall securely destroy or delete written and electronic records containing personal information consistent with business needs or legal retention requirements.

(b) Per business records needs and associated retention and secure destruction periods, WEX retains a copy of all information (as information is defined in Section 2.14, excluding emails or similar electronic communications destroyed in the ordinary course of business pursuant to WEX policy) for at least seven (7) years from the date created at WEX, including, without limitation, a record of all assets and transactions involving the Custodial Account (defined in Article 3).

(c) Following the termination of this Agreement, WEX shall cooperate with Employer or Employer's subsequent service provider for an orderly transition of services provided under this Agreement and, within a reasonable time, will release to Employer a copy of all data, records, and files in WEX's standard format.

(d) Upon termination of this Agreement, WEX is entitled to retain a copy of all information including the data, records, and files released by WEX pursuant to Section 1.14(c) and to use and disclose such information for claims, audits, and legal and contractual compliance purposes to the extent permitted by law and any executed or applicable business associate agreement between the parties.

1.14 Notice of Litigation

WEX shall notify Employer promptly of any summons, complaint or other communication concerning threatened litigation or any inquiry by any governmental agency that is related to the Plan unless such notification would be a violation of applicable law.

1.15 Confidentiality of Plan Information

WEX shall keep confidential all information that it obtains concerning the Plan. Other than in the due course of business, such information shall not be disclosed to a third party without prior approval of Employer or as otherwise provided in Article 4.

Employer may request that WEX share Plan information and other data with another vendor of the Plan or Employer. WEX shall consider all reasonable requests, however, prior to releasing or sharing any Plan information or other data with another vendor, Employer must enter into a business associate agreement and/or a confidentiality and data sharing agreement with the vendor and make a copy of such agreement available to WEX upon request.

For confidential or protected information transmitted by a vendor of the Plan to WEX, Employer must enter into a business associate agreement and/or a confidentiality and data sharing agreement with the vendor.

1.16 Red Flags Rule

For the purposes of this Section 1.16, "Red Flags Rule" means regulation adopted by various federal agencies, including the Federal Trade Commission, in connection with the detection, prevention, and mitigation of identity theft and located at 72 Fed. Reg. 63718 (November 9, 2007), as amended.

For the purposes of this Section 1.16, "Covered Services" means the services provided by WEX under this Agreement and as described in the Debit Card Services Addendum that allow Plan participants to pay for eligible expenses under the Plan with a debit card or other stored-value card and any other services provided by WEX pursuant to this Agreement that fall under the protections of the Red Flags Rule as determined by WEX in its sole discretion.

To the extent applicable, WEX shall comply with the Red Flags Rule with respect to Covered Services. As part of its Red Flags Rule compliance, WEX shall adopt, maintain, and use appropriate and commercially reasonable rules, procedures, and safeguards to detect and identify red flags and to prevent and mitigate identity theft as required by the Red Flags Rule.

The parties agree that if a breach of unsecured protected health information (as defined in any executed or applicable business associate agreement between the parties) occurs and a violation of the Red Flags Rule occurs with respect to the same incident, both the Red Flags Rule and the provisions of any executed or applicable business associate agreement between the parties shall apply, except that the notice requirements of any executed or applicable business associate agreement between the parties shall satisfy any notice obligations under the Red Flags Rule and this Section 1.16.

This Section 1.16 shall be null and void to the extent action is taken by U.S. Congress or a federal agency to exempt the Covered Services (or third-party administrators that provide Covered Services) from the Red Flags Rule.

1.17 Information Security Program

WEX maintains an information security program in compliance with applicable law.

1.18 Total Control and Discretionary Authority

Except as otherwise expressly provided in this Agreement, Employer has total control and discretionary authority over the Plan and the manner in which the Plan is operated. WEX serves as Employer's agent only for the processing of qualifying expense/reimbursement requests as provided under this Agreement.

1.19 External Review

To the extent that the external review requirements set forth in 29 CFR § 2590.715-2719 apply to the Plan, WEX shall serve as a conduit for external review requests, meaning WEX will send appropriate information to, and cooperate fully with, the external review organization conducting the review. Any cost, fee or expense related to the review or request for review shall be paid by Employer. If WEX pays any such cost, fee or expense on behalf of Employer, Employer shall reimburse WEX promptly upon request.

1.20 Subcontracting

WEX may delegate or subcontract any portion of WEX services. For those WEX services that are delegated or subcontracted, WEX shall remain fully responsible to Employer for compliance with all applicable provisions of this Agreement or of any executed or applicable business associate agreement between the parties.

1.21 Benchmarks

WEX may, in its discretion, prepare and deliver to Employer benchmarks or other metrics showing the experience of Employer and its participants with the services provided herein as compared to other employers. WEX will develop any such benchmarks or metrics through the use of data that has been aggregated and de-identified consistent with any executed or applicable business associate agreement between the parties.

1.22 Professional Manner

WEX services shall be performed in a professional manner consistent with generally accepted industry standards and in compliance with applicable law.

1.23 Disclaimer

WEX does not insure or underwrite Employer's liability to provide benefits under the Plan. WEX shall not be liable or obligated to use its funds for payment of benefits under the Plan, including, without limitation, where such payment of benefits is sought as damages in an action against Employer, WEX or the Plan. Employer shall promptly reimburse WEX for any benefit payments made using WEX funds.

1.24 Non-Discrimination Testing and Additional Product and Service Solutions

In order to run the non-discrimination tests, Employer must provide WEX with all information requested and in WEX's file format. Employer's Human Resource Information System ("HRIS") and payroll systems are the systems of record and all information requested for testing must be provided to WEX from Employer's systems. Failure to provide the information required will result in incomplete test results. Employer is responsible to initiate any corrective action required in the event the plan is deemed discriminatory. WEX warrants that the test will perform materially in accordance with the data submitted and that the functionality of test will not be materially decreased during the term of this Agreement. Employer may subscribe to WEX's expanded non-discrimination testing and request other additional products and services solutions from WEX.

ARTICLE 2 EMPLOYER RESPONSIBILITIES

2.1 Compliance with Laws

Plan Compliance. Although WEX serves as Employer's agent for services rendered pursuant to this Agreement, Employer remains responsible for compliance of the Plan itself with the Patient Protection and Affordable Care Act of

2010 (the "PPACA"), ERISA, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), each as amended from time-to-time, the Code, and any other law or regulation, foreign or domestic, as applicable.

Employer Compliance. Employer agrees to hold WEX harmless from and against all liability, damages, costs, losses and expenses (including reasonable attorney's fees) that result from the failure or alleged failure of Employer, its officers and employees, and any other entity related to or performing services on behalf of Employer (other than WEX) to comply with PPACA, ERISA, HIPAA, the Code, and any other law or regulation, foreign or domestic, as applicable, or the provisions of this Agreement.

Medicare Secondary Payer Information. Employer agrees to hold WEX harmless from and against all liability, damages, costs, losses and expenses (including reasonable attorney's fees) that result from the failure or alleged failure of Employer, its officers and employees, and any other entity related to or performing services on behalf of Employer (other than WEX) to provide WEX with the required information for proper and timely reporting under the Medicare Secondary Payer ("MSP") for Employer's HRA participants where WEX acts as Responsible Reporting Entity ("RRE") for any HRA offered by Employer.

Prior Activity or Occurrence. Employer agrees to hold WEX harmless from and against all liability, damages, costs, losses, and expenses (including reasonable attorney's fees) and expressly releases all claims against WEX in connection with any claim or cause of action for any activity or occurrence prior to the commencement of services under this Agreement that results from the failure or alleged failure of Employer, its officers and employees, and any other entity related to or performing services on behalf of Employer (other than WEX) to comply with ERISA, the Code, and any other applicable law or regulation.

2.2 Plan Documents

Employer is responsible for the final content of all Plan materials and documents. It is Employer's responsibility to ensure that the Plan documents and any amendments to the Plan documents are legally compliant for Employer's purposes, appropriately completed, in compliance with the requirements of the Plan, and appropriately and timely adopted by Employer. Employer shall file with the appropriate governmental agencies all required returns, reports, documents, and other papers relating to the Plan. Employer shall distribute to its employees participating in the Plan all materials and documents as required under applicable law.

2.3 Summary Plan Description

To the extent applicable, Employer shall distribute to its employees participating in the Plan a copy of the SPD and/or the summary of benefits and coverage.

2.4 Plan Amendments

Employer shall notify WEX of any contemplated amendment to the Plan. Under no circumstances may Employer alter WEX's services or obligations under this Agreement through an amendment to the Plan without the prior written notice to and acceptance of WEX. WEX has no obligation to provide any Plan amendments to Employer other than described in Section 1.2.

2.5 Plan Eligibility

Employer shall provide WEX a record of all employees who are eligible to participate in the Plan and notify WEX of any changes on a monthly basis.

Employer shall also provide WEX with the demographic and related information that WEX may need to perform its services under this Agreement.

Employer shall be solely responsible for determining which of its employees are eligible to participate in the respective plan, to collect the required information from those employees, and to inform WEX of such eligible employees.

Employer shall be responsible to collect and to provide to WEX, in an electronic format, all reasonably required information to ensure compliance with the MSP rules and regulations where WEX acts as RRE for an HRA offered by Employer.

2.6 Employer Assistance

Employer shall assist in the enrollment of the employees in the Plan, cooperate with WEX regarding the proper settlement of claims, and transmit inquiries pertaining to the Plan to WEX. Late notification of Plan eligibility or incorrect Plan eligibility provided by Employer to WEX may result in erroneous plan benefit payments, for which Employer shall be solely responsible. Employer shall also be responsible for collecting any such erroneous payments from the employee. If there are insufficient Employer funds available to restore the erroneous payments or if the requested reimbursement of funds would otherwise cause the Minimum Account Balance deposit (if applicable) to become insufficient, WEX may suspend services under this Agreement and request immediate restoration of funds from Employer.

2.7 Funds

Employer shall deposit funds in the Custodial Account to be used to pay benefits and expenses under the Plan as agreed to herein and in accordance with the Plan documents. Funds deposited in the Custodial Account shall consist solely of general assets of Employer. Participant contributions, if any, made by employees to the Plan through salary reduction or otherwise, shall be used to reimburse Employer for the funds advanced by Employer to pay benefits under the Plan. Employer has the sole responsibility and liability for the funding of all benefits under the Plan.

2.8 Claims-Based Funding Method

If Employer selects the claims-based funding method to pay claims, Employer gives WEX approval to withdraw applicable amounts from Employer's designated United States bank account to deposit in the Custodial Account from which disbursements can be made on Employer's behalf for payment of qualifying expenses, which are otherwise specified by Employer in its Plan document or as provided for under the Code.

2.9 Deduction/Contribution-Based Funding Method

The deduction/contribution-based funding method may be available for certain types of plans and certain employer groups. For this funding method to pay claims, if selected, Employer establishes a pre-determined initial deposit amount that will adequately fund the reasonable needs of the Plan to be deposited into the Custodial Account (the "Minimum Account Balance") from which disbursements can be made on Employer's behalf for payment of qualifying expenses. If the deposited amount falls below the Minimum Account Balance, Employer will be notified of the deficiency and will be required to provide additional funds until such time the Minimum Account Balance can be restored.

2.10 Debit Card Payments

All participants in a Health FSA, Dependent Care FSA, a comprehensive HRA or a TSA (as applicable) shall automatically receive one or more debit cards or similar electronic payment technology, for which the terms of the Debit Card Services Addendum shall control.

2.11 Ownership of Account Assets

All funds from Employer deposited in the Custodial Account remain Employer's general assets. WEX shall be responsible for administering the funds in accordance with the terms of this Agreement. Funds are disbursed from the Custodial Account by WEX or any of its designees only for an allowable Plan expense as determined by Employer or a representative of Employer (including WEX) or as otherwise required by a court of competent jurisdiction.

2.12 Fraud Against the Plan

Employer is solely responsible for making the Plan whole if fraud is committed against the Plan by its employees, Plan participants or any third party (other than WEX). WEX will assist in pursuing or remedying such fraud using its standard procedures.

2.13 Employer Information and Instructions

(a) WEX shall be fully protected in relying upon representations and communications made by or on behalf of Employer in effecting its obligations under this Agreement.

(b) WEX is entitled to rely on the most current information in its possession when providing services under this Agreement.

(c) WEX shall provide the services in accordance with this Agreement based on information that is provided to WEX by Employer. For this purpose, the term "information" means all data, records, and other information supplied to WEX, obtained by WEX or produced by WEX (based on data, records or other information supplied to or obtained by WEX) in connection with performing the services pursuant to this Agreement, regardless of the form of the information or the manner in which the information is provided to WEX.

(d) In engaging WEX to perform the services under this Agreement, Employer has authorized and instructed WEX to implement WEX's standard administrative forms and procedures.

(e) WEX is not responsible for any acts or omissions it makes in reliance upon the direction or consent of Employer or inaccurate, misleading or incomplete information from Employer or any third party.

(f) If Employer instructs WEX with a specific written request (in a format acceptable to WEX) to provide services in a manner other than in accordance with WEX's standard forms and procedures, WEX may (but need not) comply with such an instruction. This would include, but is not limited to, any Employer instruction to add a vendor link to the participant's online account. To the extent that WEX complies with such an instruction, Employer and not WEX shall be solely responsible for WEX's action so taken, and Employer agrees to hold WEX harmless from and against all liability, damages, costs, losses, and expenses (including reasonable attorney's fees) and expressly releases all claims against WEX in connection with any claim or cause of action, which results from or in connection with WEX complying with Employer's specific written instruction to provide services in a manner other than in accordance with WEX's standard procedures.

(g) Employer is responsible for the integrity of data in the files. Therefore, complete and accurate information from Employer or a vendor on behalf of Employer is required in order for WEX to perform the services set forth herein.

(h) Employer agrees not to use the full social security number in the employee number field without discussing system functionality of such use and best practices with WEX.

(i) Employer warrants the accuracy of the information provided by or on behalf of Employer to WEX regarding the participant count.

2.14 Employer's Electronic Account

If Employer chooses to access the services provided by WEX via an online account or other electronic means ("Employer's Electronic Account"), Employer is solely responsible for:

- (a) Designating who is authorized to have access to Employer's Electronic Account;
- (b) Safeguarding all of Employer's passwords, usernames, logins or other security features used to access Employer's Electronic Account ("Electronic Account Access");
- (c) Employer's use of Employer's Electronic Account under any usernames, logins or passwords;
- (d) Ensuring that use of Employer's Electronic Account complies fully with the provisions of this Agreement; and
- (e) Any unauthorized access or use of Employer's Electronic Account caused by Employer's actions or inactions, including, without limitation, its failure to safeguard Employer's Electronic Account or Electronic Account Access.

Employer is solely responsible for the maintenance and routine review of its computing and electronic system usage records (i.e., log files) and the security of its own data, data storage, computing devices, other electronic systems, and network connectivity.

Employer acknowledges and agrees that WEX has no control over and is not liable to Employer, Employer's employees or any other third party for any consequences, losses or damages resulting from unauthorized access or use of Employer's Electronic Account as set forth in this Section 2.15.

2.15 Plan Tax Obligations

The Plan and/or Employer on behalf of the Plan is responsible for any state, federal or foreign tax, fee, assessment, surcharge and/or penalty imposed, assessed or levied against or with respect to the Plan and/or WEX relating to the Plan or the services provided by WEX pursuant to this Agreement, including those imposed pursuant to PPACA. This includes the funding, remittance, and determination of the amount due for PPACA required taxes and fees. In the event that WEX is required to pay any such tax, fee, assessment, surcharge and/or penalty on behalf of Employer, WEX shall report the payment to Employer along with documentation of the payment, and Employer shall promptly reimburse WEX for the full amount or for Employer's proportionate share of such amount, except as provided in Section 7.3. This reimbursement would be in addition to the fees described in Section 6.1. Employer is at all times responsible for the tax consequences of the establishment and operation of the Plan. Further, the parties agree that WEX does not provide any legal, tax or accounting advice to the Plan and/or Employer. WEX is at all times responsible for all the taxes based upon its net income and its property ownership.

2.16 Acknowledgment

Employer acknowledges and agrees that the services provided by WEX pursuant to this Agreement relate to enrollment and disenrollment in the Plan and that these services to the extent permitted under HIPAA shall be deemed to be performed by WEX on behalf of Employer in its capacity as the sponsor of the Plan.

ARTICLE 3 CUSTODIAL ACCOUNT

3.1 Appointment and Acceptance of Custodian

By signing this Agreement, Employer appoints WEX as custodian of Employer funds for the purposes and upon the terms and conditions set forth in this Agreement, and WEX accepts such appointment and agrees to act as custodian hereunder and to hold any Employer funds received hereunder in accordance with the terms and conditions set forth in this Agreement.

3.2 Custodial Account

WEX maintains one or more depository accounts ("Custodial Account") at a bank designated by WEX and holds in such Custodial Account all funds initially received from Employer plus any additional funds that may be received from Employer for Custodial Account from time to time. For administrative convenience and to reduce costs, WEX shall hold funds received from Employer together with similar funds from other employers in a single Custodial Account (or one or more Custodial Accounts as determined by WEX). WEX shall maintain records as to the exact amount of funds attributable to each employer so that each employer has a legal right to the specific amount of its funds held in the Custodial Account (less any applicable fees, costs or expenses as set forth in this Agreement). At all times, the assets comprising each employer's funds in the Custodial Account shall be considered a separate subaccount for purposes of this Agreement. Depending upon the context, the term "Custodial Account" as used herein shall refer to either the separate subaccount for Employer or all of the subaccounts for all employers in the aggregate.

3.3 Employer Funds

WEX and Employer intend and agree that all funds received from Employer for deposit in the Custodial Account shall be comprised of and shall remain Employer's general assets. In no event will funds received from Employer and deposited in the Custodial Account constitute or include participant or employee contributions to employee benefit plans, whether made by salary reduction or otherwise, as those terms have their general meaning under ERISA. Except to the extent that outstanding checks have been written or withdrawals have been made against the Custodial Account balance on behalf of Employer, and subject to Section 6.3, all funds received from Employer and deposited in the Custodial Account may be withdrawn by Employer at any time (less applicable fees, costs or expenses as set forth in this Agreement) and are subject to the claims of Employer's general creditors in the same manner as funds deposited in Employer's ordinary checking accounts. Notwithstanding the foregoing, this Agreement does not alter or eliminate

any separate obligation of Employer to fund and maintain the Minimum Account Balance in the Custodial Account as described in Section 2.9.

3.4 Disbursements

WEX shall make payments or distributions from the Custodial Account in accordance with the framework of policies, interpretations, rules, practices, and procedures established by WEX for this purpose and as set forth in the Plan or as otherwise agreed upon or directed by Employer. WEX shall neither have nor shall be deemed to have any discretion, control or other authority with respect to the disposition of Employer funds.

3.5 Interest Earned

Employer acknowledges and understands that from time to time, WEX may receive earnings and interest on the funds held in the Custodial Account and that any such earnings or interest shall be part of WEX's compensation. Employer acknowledges and understands that fees otherwise charged by WEX for services under this Agreement would be greater if WEX did not retain such earnings and interest on these funds. The period during which interest may be earned begins on the date Employer funds are deposited into the Custodial Account and continues for as long as Employer funds remain in the Custodial Account. Funds shall be disbursed on a first-in, first-out basis.

WEX does not track nor can it report interest earned for a single employer. WEX absorbs other bank charges, such as transmission charges, within the fees.

3.6 Maintenance of Records

Upon Employer's written request, WEX shall provide Employer with an accounting of all Employer assets, transfers, and transaction activity involving the Custodial Account in relation to Employer, including a description of all receipts, payments or disbursements, and other transactions.

ARTICLE 4 NON-DISCLOSURE AGREEMENT AND INTELLECTUAL PROPERTY

4.1 General Obligations

For purposes of this Article 4, "confidential company information" shall mean trade secrets or any company information identified by either party as "confidential" and/or "proprietary," or which, under the circumstances, ought to be treated as confidential or proprietary, including non-public information related to the disclosing party's business, service methods, software, documentation, financial information, prices, and product plans. Neither WEX nor Employer shall disclose confidential company information of the other party. The receiving party shall use reasonable care to protect the confidential company information and ensure it is maintained in confidence, and in no event use less than the same degree of care as it employs to safeguard its own confidential company information of like kind. The foregoing obligation shall not apply to any information that: (a) is at the time of disclosure, or thereafter becomes, part of the public domain through a source other than the receiving party; (b) is subsequently learned from a third party that does not impose an obligation of confidentiality on the receiving party; (c) was known to the receiving party at the time of disclosure; (d) was generated independently by the receiving party; or (e) is required to be disclosed by law, subpoena or other process.

WEX may disclose Employer's or the Plan's confidential company information to a governmental agency or other third party to the extent necessary for WEX to perform its obligations under this Agreement or if Employer has given WEX written authorization to do so.

Although WEX may have confidential company information processed, managed, and/or stored with subcontractors or third parties, it remains fully responsible to Employer for the confidentiality obligations set forth herein.

4.2 WEX Sensitive Information

If Employer requests access to WEX confidential and/or proprietary security resources and assessments, service organization controls audit reports or other audit information for the purpose of reviewing the operating and business condition of WEX, Employer's acceptance of or access to such information shall constitute its agreement with the following:

- Employer shall maintain the information (whether communicated by means of oral, electronic or written disclosures) in confidence and shall not use the same for its own benefit, or for any purpose other than the furtherance of its review, or disclose the same to any third party.
- Employer may disclose the information to its own officers, employees, and agents on a need-to-know basis for the purposes of its review.
- Employer shall use reasonable care to protect the information and to ensure that it is maintained in confidence, and in no event use less than the same degree of care as Employer uses to safeguard its own like information.
- If Employer is a state agency or otherwise subject to a freedom of information type statute, the information shall be treated as confidential and exempt from disclosure in accordance with applicable law, as the information contains sensitive proprietary information and data defined as trade secret information that would not otherwise be publicly available and that disclosure of this information to the public, including WEX's competitors, would likely result in substantial harm to WEX's competitive positions and may also contain confidential supervisory information and personal information relating to directors, officers, and major shareholders of WEX, the disclosure of which would constitute an unwarranted invasion of personal privacy.

4.3 Intellectual Property

All materials, including, without limitation, documents, forms (including data collection forms provided by WEX), brochures, and online content ("Materials") furnished by WEX to Employer are licensed, not sold. Employer is granted a personal, non-transferable, and nonexclusive license to use Materials solely for Employer's own internal business use. Employer does not have the right to copy, distribute, reproduce, alter, display or use these Materials or any WEX trademarks for any other purpose other than its own internal business use. Employer shall use commercially reasonable efforts to prevent and protect the content of Materials from unauthorized use. Employer's license to use Materials ends on the termination date of this Agreement.

Upon termination, Employer agrees to destroy Materials or, if requested by WEX, to return them to WEX, except to the extent Employer is required by law to maintain copies of such Materials.

WEX retains exclusive ownership rights to and reserves the right to independently use its experience and know-how, including processes, ideas, concepts, techniques, and software acquired prior to or developed in the course of performing services under this Agreement.

Employer shall not permit any information regarding the systems of WEX or its subcontractors to be disseminated, sold, assigned, leased or licensed to any third party, nor otherwise used or commercially exploited in any way except as expressly set forth in this Agreement.

4.4 Application

Each party agrees that its obligations contained in this Article 4 apply also to its parent, subsidiary, and affiliated companies, if any, and to similarly bind all successors, employees, and agents.

ARTICLE 5 TERM AND TERMINATION OF THE AGREEMENT

5.1 The term of this Agreement shall commence as of the Effective Date and shall continue for a period of twelve (12) months ("Initial Term").

5.2 This Agreement shall automatically renew for another twelve (12) months at the end of the Initial Term and every twelve (12) months thereafter unless terminated pursuant to this Article 5.

5.3 Notwithstanding the foregoing, this Agreement may be terminated at any time during the Initial Term or any renewal term by Employer or by WEX without cause and without liability with written notice of the intention to terminate to be effective as of a date certain set forth in the written notice not fewer than sixty (60) days from the date of such notice.

5.4 All obligations of WEX relating to payment of claims under the Plan will be terminated on the effective date of termination given in the written termination notice, regardless of when the claim for such benefit is incurred.

5.5 This Agreement may be terminated upon written notice:

(a) If any law is enacted or interpreted to prohibit the continuance of this Agreement, upon the effective date of such law or interpretation;

(b) If any fee (to the extent not subject to a good faith dispute) for any service provided by WEX to Employer remains unpaid to WEX beyond thirty (30) days past the due date, upon written notification by WEX to Employer that WEX intends to exercise its option to enforce this provision;

(c) Due to (i) a party's filing for bankruptcy, (ii) a party's making any assignment for the benefit of creditors, (iii) a party's consenting to the appointment of a trustee or receiver, (iv) a party's insolvency, as defined by applicable law, or (v) the filing of an involuntary petition against Employer under the Federal Bankruptcy Code or any similar state or federal law which remains un-dismissed for a period of forty-five (45) days;

(d) If at any time Employer fails to provide funds for the payment of Plan benefits; or

(e) If Employer fails to provide the required information in a timely manner to ensure compliance with the MSP reporting required for HRAs.

5.6 If a party is in default under any provision of this Agreement other than a payment default, the other party may give written notice to the defaulting party of such default. If the defaulting party has not used good faith efforts to cure such breach or default within thirty (30) days after it receives such notice or if good faith efforts to cure have begun within thirty (30) days, but such cure is not completed within sixty (60) days after receipt of the notice, the other party shall have the right by further written notice to terminate this Agreement as of any future date designated in the notice. WEX may suspend services under this Agreement, as applicable, until Employer restores the Minimum Account Balance.

5.7 If this Agreement is terminated under Section 5.3 or Section 5.5, WEX will cease the performance of services. If, however, the parties agree in writing that this Agreement shall continue while WEX performs services during a run-out period (and upon prepayment for such run-out period if requested by WEX), WEX will continue to process qualifying expense reimbursements and to provide general Plan administration and services with respect to any claims that are received by WEX on or before the run-out period end date. The terms of this Agreement will remain in force and effect during any such run-out period.

5.8 Upon the termination of this Agreement, or any specified run-out period, WEX will cease the processing of any claims that are received, and Employer shall be immediately responsible for all aspects of its Plan, including the processing of all claims, annual reporting, and general plan administration. WEX shall return to Employer any funds in the Custodial Account that have not been used for Plan benefit payments along with any unpaid or other pending payment requests and/or subsequent claims that are received after the end date of any specified run-out period. Such return shall remain subject to the completion of a final accounting of all account activities, as well as the deduction of any undisputed unpaid fees and other expenses under this Agreement or any other agreement between the parties. WEX shall have the immediate right to demand and pursue collection of any unpaid fees, reimbursements or other amounts that are due and owing to WEX as of the date of termination under the terms of this Agreement or any other agreement between the parties.

5.9 Within sixty (60) days after the later of the termination of this Agreement or the specified run-out period, WEX shall prepare and deliver to Employer a complete and final accounting and report of the financial status of the Plan as of the date of termination, together with all books and records in WEX's possession and control pertaining to the administration of the Plan, all claim files (including any pending and unpaid claims), and all reports pertaining to the Plan.

ARTICLE 6 COST OF SERVICES

6.1 Plan Administrative Service Fees

(a) Employer shall pay WEX a fee for its services rendered pursuant to this Agreement in accordance with the fee schedule attached hereto. Fees are invoiced monthly and are due within thirty (30) days of the invoice date. If Employer disputes in good faith any portion of the fees invoiced, Employer shall provide WEX with written notice of any disputed fees together with a complete written explanation of the reasons for the dispute (the "Dispute Notice") within thirty (30) days of the invoice date. The parties shall work together in good faith to reach a mutually agreeable resolution of the dispute identified in the Dispute Notice for a period of ten (10) days following the date of the Dispute Notice.

(b) Employer shall have thirty (30) days from the date of the invoice to correct a participant count for credit or refund.

(c) On or after the rate expiration date indicated on the fee schedule, WEX reserves the right to amend the fee schedule with at least sixty (60) days' advance written notice. If Employer is unwilling to accept the changes to the fee schedule, Employer may terminate this Agreement by providing notice to WEX no later than the effective date of the fee schedule amendment.

(d) Fees quoted assume that WEX standard software, procedures, and systems will be compatible with Employer's software and systems and with any prior service provider's software and systems so that the services can be readily performed without any modifications or alterations of WEX's software and systems. If costs are incurred by WEX to enhance or integrate its services with Employer's software and systems and/or in migrating the data from the prior service provider to WEX's systems, those costs may be charged separately on a time and materials basis or as otherwise provided under a separate agreement between the parties.

(e) Notwithstanding the foregoing, WEX reserves the right to:

- Charge for the provision of proprietary technology and/or additional services that were neither included in nor contemplated by this Agreement on the Effective Date;
- Increase fees based on additional costs imposed on WEX, such as significant postal rate or bank fee increases or substantiated increased costs due to legislative or regulatory changes, foreign or domestic, actually incurred in performing its services; and
- Pass through any fees charged to WEX by a vendor of Employer.

WEX shall provide Employer with reasonable prior written notice of such charges or increases.

6.2 Non-Party Payment on Behalf of Employer and Compliance with Anti-Rebating Law

Employer represents and warrants that if someone other than Employer is making the payment of WEX's fees on behalf of Employer, the making of such payment does not violate any applicable anti-rebating law. Employer agrees to hold WEX harmless and not liable and release it from all liability whatsoever from all losses and expenses that result from Employer's breach of this provision.

6.3 Past Due Fees

WEX reserves the right to charge a 1.5% finance fee on unpaid balances that are ninety (90) days or more past due. Notwithstanding anything in this Agreement or any other agreement between the parties to the contrary, if Employer fails to pay WEX, any amount (except for amounts subject to a good faith dispute) that is due as a result of the services provided by WEX to Employer under this Agreement or any other agreement between the parties, WEX shall be permitted to deduct (in accordance with Section 2.13(b)) the undisputed amount from any funds held by WEX that were received from Employer. This right of offset shall be in addition to any other remedies that WEX may have under this Agreement or any other agreement between the parties with respect to such non-payment, including, without

limitation, any right to terminate this Agreement or right of recoupment, regardless of whether the past due amount is paid in full as a result of the offset or any recoupment rights provided herein.

6.4 Participant Count for Billing Purposes

The participant count for billing purposes is determined by WEX on a monthly basis. A participant is counted for billing purposes if their account is being administered by WEX under the Plan, which may include a carryover and/or applicable grace period, a run-out period, and/or a zero-dollar balance.

ARTICLE 7 GENERAL

7.1 Limitations of Liability

Notwithstanding any other provision in this Agreement to the contrary, the total cumulative liability of WEX to Employer for all claims, actions, or suits however caused arising out of or in connection with this Agreement shall be limited to direct damages and shall not exceed the amount of fees received by WEX from Employer under this Agreement for the twelve (12) months prior to the occurrence of the event giving rise to any such claims, actions or suits.

In no event shall either party be liable for consequential, special, exemplary, punitive, indirect or incidental damages, including, but not limited to, any damages resulting from loss of use, or loss of profits arising out of or in connection with this Agreement, whether in an action based on contract, tort (including negligence) or any other legal theory whether existing as of the Effective Date or subsequently developed, even if the party has been advised of the possibility or foreseeability of such damages.

No action under this Agreement may be brought by either party more than two (2) years after the cause of action has accrued.

WEX and Employer expressly agree that the limitations of liability in this Section 7.1 represent an agreed allocation of the risks between the parties under this Agreement. This allocation is reflected in the pricing offered by WEX to Employer and is an essential element of the basis of the bargain between the parties.

7.2 Insurance

During the term of this Agreement, WEX shall maintain commercial general liability insurance in an amount not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate; errors and omissions (professional liability) insurance in the amount of at least \$3,000,000 per occurrence; crime and fidelity insurance, covering the crimes and fidelity of WEX and WEX's employees in an amount not less than \$3,000,000 in the aggregate; and cyber risk liability in an amount not less than \$5,000,000.

Upon Employer's written request, but no more than once per year during the term of this Agreement, WEX shall provide Employer with a certificate or certificates of insurance reflecting the required coverage.

7.3 Indemnification

(a) Subject to the limitations in Section 7.1, WEX will indemnify, defend and hold harmless Employer (and its respective officers, directors, employees, authorized representatives, successors, and permitted assigns) from and against all liability, damages, costs, losses, penalties, expenses and reasonable attorney's fees (collectively, "Losses") incurred by Employer in connection with any threatened, pending or adjudicated claim, demand, action, suit or proceeding by any third party (including an action brought by or on behalf of an employee or a participant) to the extent arising out of WEX's (i) fraudulent or criminal actions or omissions or (ii) material breach of this Agreement or of any executed or applicable business associate agreement between the parties.

(b) In addition to Sections 2.1, 2.13, 6.2 and 7.4, Employer will indemnify, defend and hold harmless WEX (and its respective officers, directors, employees, authorized representatives, successors, and permitted assigns) from and against all Losses incurred by WEX in connection with any threatened, pending or adjudicated claim, demand, action, suit or proceeding by any third party (including an action brought by or on behalf of an employee or a

participant) to the extent arising out of Employer's (i) fraudulent or criminal actions or omissions or (ii) material breach of this Agreement or of any executed or applicable business associate agreement between the parties.

If Employer is a state agency or otherwise subject to a public entity/political subunit non-indemnification type statute and therefore unable to indemnify under this subsection, Employer agrees that WEX shall not be responsible for any injury or damage that occurs as a result of any negligent act or omission committed by Employer, including its employees or assigns.

(c) A party (the "Indemnified Party") seeking indemnification under Sections 7.3(a) or 7.3(b) above shall promptly notify the other party (the "Indemnifying Party") of any matters in respect of which the foregoing indemnity may apply and of which the Indemnified Party has knowledge, and give the Indemnifying Party the opportunity to control the response thereto and the defense thereof; provided, however, that the Indemnified Party shall have the right to participate in any legal proceeding to contest and defend a claim for indemnification involving a third party and to be represented by its own attorneys, all at the Indemnified Party's sole cost and expense; and provided further, however, that no settlement or compromise of an asserted third-party claim may be made without the prior written consent of the Indemnifying Party.

(d) The Indemnified Party must notify the Indemnifying Party within thirty (30) days in writing of any actual or threatened claim, demand, action, suit or proceeding to which it claims such indemnification applies. Failure to so notify the Indemnifying Party shall not be deemed a waiver of the right to seek indemnification, unless the actions of the Indemnifying Party have been materially prejudiced by the failure of the Indemnified Party to provide notice within the required time period.

7.4 Plan Benefits Litigation

(a) If a demand is asserted or litigation or an administrative proceeding is commenced by a Plan participant or beneficiary, an employee of Employer, or a federal or state agency against WEX, or against Employer, the Plan Administrator and/or the Plan and WEX jointly, related to the services provided by WEX or benefits provided under the Plan, including the administration, processing or determination of a claim for Plan benefits ("Plan Benefits Litigation"), WEX shall select and retain counsel to represent WEX's interest.

(b) In actions asserted against Employer and/or the Plan Administrator and WEX, and provided no conflict of interest arises between the parties, as shall reasonably be determined by WEX, WEX agrees to joint defense counsel. Employer shall pay or cause to be paid all reasonable attorneys' fees and costs incurred by WEX in defense of the Plan Benefits Litigation, to the extent such fees and costs are reasonably attributed to the defense of Employer.

(c) The failure to provide notice of Plan Benefits Litigation does not relieve Employer of the obligation to pay or cause to be paid WEX's attorneys' fees and costs.

(d) WEX and Employer and/or the Plan Administrator shall cooperate fully with each other in the defense of the Plan Benefits Litigation.

(e) If Plan Benefits Litigation is commenced against Employer, the Plan Administrator and/or the Plan, to which WEX is not a party, Employer and/or the Plan Administrator shall select and retain counsel and shall be responsible for all reasonable attorney's fees and costs in connection with Plan Benefits Litigation. WEX shall provide reasonable cooperation in the defense of Plan Benefits Litigation arising out of matters relating to this Agreement, but shall preserve the right to select and retain counsel to represent WEX's interests, if any, and reasonable attorney's fees and costs incurred by WEX in defense of the Plan Benefits Litigation shall be paid or reimbursed by Employer to the extent such fees and costs are reasonably attributed to the defense of Employer.

(f) Notwithstanding any provision in this Agreement to the contrary, Employer is responsible for the full amount of any Plan benefits paid as a result of Plan Benefits Litigation.

(g) To the extent a party exercises its rights with respect to Plan Benefits Litigation pursuant to this Section 7.4, there is no requirement to also proceed pursuant to Section 7.3.

ARTICLE 8 MISCELLANEOUS

8.1 Number

Where the context of this Agreement requires, the singular shall include the plural and vice versa.

8.2 Force Majeure

Notwithstanding anything to the contrary contained herein, neither party shall be responsible or liable if the performance of its obligations hereunder is hindered or adversely affected or becomes impossible or impracticable, as a result of an event or effect that the party could not have anticipated or controlled or for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its reasonable control, including, without limitation, lockouts, strikes, work stoppages or other labor disruption, accidents, epidemics, pandemics, quarantines, war (whether declared or undeclared), acts of war or terrorism (whether foreign or domestic in origin), insurrection, sabotage, riot, a decree of health emergency, national emergencies or other man-made emergency, civil or military disturbances including any law, regulation, order or other action by any governmental authority, nuclear or natural disasters or acts of God, interruptions, loss or malfunctions of utility, transportation, communications or computer (software and hardware) services, including the disruption or outage of the Internet, or disruption of financial markets or banking functions (a "Force Majeure Event").

A party to this Agreement affected by such a Force Majeure Event shall as soon as reasonably practicable after the occurrence of the Force Majeure Event or the occurrence of harm resulting from such a Force Majeure Event that causes the party to be unable to perform: (a) provide written notice to the other party of the nature and extent of any such Force Majeure Event; and (b) use commercially reasonable efforts to remedy any inability to perform due to such a Force Majeure Event.

8.3 Waiver

If either party fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the other party.

8.4 Severability

If any provision of this Agreement is determined by a court to be unenforceable or invalid, such determination shall not affect any other provision, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein.

8.5 Governing Law

This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the internal laws of the State of Delaware (without regard to the laws of conflict that might otherwise apply) as to all matters, including without limitation, matters of validity, interpretation, construction, effect, performance, enforcement and remedies.

8.6 Dispute Resolution

Any claim, controversy or dispute arising out of, or relating to, this Agreement, first promptly shall be settled by managers with direct day-to-day responsibility under this Agreement, and if not so settled, promptly shall be addressed by executives of the parties who have authority to settle the dispute. A party wishing to raise a dispute shall give prompt written notice to the other party, and the good faith attempt to resolve the dispute, as described in the foregoing sentence, shall take place within thirty (30) days thereafter. Engaging in the dispute resolution process described in this Section 8.6 shall be a condition precedent to proceeding with litigation.

Notwithstanding the foregoing, this provision shall not prevent either party from seeking injunctive relief (or any other provisional remedy) from any court having jurisdiction over the parties and the subject matter of their dispute relating to this Agreement.

Any suit, action, or proceeding arising out of or related to this Agreement shall be heard only in the U.S. District Court for the District of Delaware if federal subject matter jurisdiction exists, or if not, only in the state courts of the State of Delaware, in each case to the exclusion of all other courts. The parties hereby consent to the personal jurisdiction of such courts and waive any objection to venue.

8.7 Notice

Any notice required or permitted to be given under this Agreement shall be deemed delivered to the address set forth in this Agreement or such other physical or electronic address as specified by the party: (a) when received if delivered by hand; (b) the next business day if placed with a reputable express carrier for delivery during the morning of the following business day; (c) three (3) days after deposit in the U.S. mail for delivery, postage prepaid; or (d) when received if delivered electronically. WEX Health, Inc., 1 Hancock Street, Portland, ME 04101 Attn: Legal or LegalNotice@wexinc.com, Attn: Legal – Health Direct.

8.8 Entire Agreement

This Agreement, together with the business associate agreement if so applicable, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and understandings, whether written or verbal. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any purchase order, payment processing agreement, or other document relating to the services provided by WEX herein, the terms and conditions of this Agreement shall control. Further, the terms and conditions of this Agreement shall prevail over any additional terms contained in any such purchase order, payment processing agreement, or other document. Any amendment to this Agreement must be in writing and consented to by authorized representatives of both parties. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, permitted assigns, and successors in interest. Unless expressly set forth in this Agreement, nothing in this Agreement is intended to confer, and nothing herein shall confer upon any person other than the parties hereto, any rights, remedies, obligations or liabilities whatsoever.

8.9 Assignment

This Agreement may not be assigned by either party without the prior written consent of the other unless to an affiliate or in connection with a change in control, merger, acquisition or sale of all or substantially all of the party's assets and provided that the surviving entity has agreed to be bound by this Agreement and has notified the other party in writing within thirty (30) days following the date of the assignment. If consent is required, the parties shall not unreasonably withhold or delay consent.

8.10 Survival

Those provisions that by their nature are intended to survive termination or expiration of this Agreement shall so survive.

8.11 Relationship of the Parties

The parties agree that in performing their responsibilities under this Agreement, they are in the position of independent contractors. This Agreement is not intended to create, nor does it create and shall not be construed to create, a relationship of partner or joint venture or any association for profit between Employer and WEX.

8.12 Successor

In the event of WEX's resignation or inability to serve, Employer may appoint a successor. In such situations, the replacement of WEX shall be considered a termination of this Agreement and the termination provisions of Article 5 shall remain effective and controlling.

8.13 Press Release and Publicity

Employer grants WEX the right to include Employer's name in WEX's published client list. Subject to Employer's consent to both content and timing (not to be unreasonably withheld), Employer grants WEX permission to issue and distribute

a press release announcing the existence of the business relationship between the parties, and to engage in publicity concerning the same that may appear on the WEX website and in WEX publications, including proposal materials and/or presentations. Employer shall provide and grant WEX use of a company logo for use in the published materials.

8.14 Authority

Neither WEX nor Employer, when dealing with the other party in relation to the Plan, shall be obliged to determine the other party's authority to act pursuant to this Agreement.

SAMPLE

SERVICES ADDENDUM

Services and Recordkeeping as Applicable	
Adjudicate FSA, HRA and Parking reimbursement requests	Included
Administration for standard 2½ month grace period extension	Included
Automatic email to participant when claims received and reimbursement is made	Included
Assumption of plan year mid-year, including takeover of grace period or run-out of previous plan year	Additional fee may apply
Claims-Based Funding	Included
Deduction/Contribution-Based Funding as available	Included
Daily processing of claims for reimbursement	Included
Debit card	Included
Employee group meetings	Additional fee may apply
IIAS compliant debit card	Included
Issue direct deposit to participant savings or checking accounts	Included
Issue reimbursement checks to participants	Included
Maintain and update employee FSA/HRA/TSA records	Included
Electronic open enrollment materials or online enrollment presentation (Health FSA and Dependent Care FSA Only)	Included
Standard plan design and set up	Included
Postage for standard mailings	Included
Process claims during standard plan year run-out period	Included
Reconcile records to employer's payroll, if applicable	Included
Web enrollment	Included
Reporting and Communication – Employer	
Standard reporting available on status of account balances	Included
Reporting and Communication – Participant	
Account balance notice sent 60 days prior to end of plan year (Health and Dependent Care FSA Only)	Included
Communication concerning ineligible claims	Included
Open Enrollment Guides/Handouts	Included
Online access to account information 24/7	Included
Emailed notice of account statement available	Included
Statement included with each reimbursement check	Included
Toll-free customer service line Monday through Friday (excluding holidays) Central Time Zone Employers 7:00 a.m. to 7:00 p.m. Participants 6:00 a.m. to 9:00 p.m. In compliance with United States federal and state law, WEX may monitor and/or record calls that are made to the customer service line for quality assurance and training purposes and/or to ensure that WEX's services fully comply with the terms of this Agreement.	Included
Compliance	
Sample plan document (Section 125, FSA, HRA and TSA only)	Included
Sample plan document and summary plan description updates	Included
Sample summary plan description	Included
Information for annual 5500 Filing (Health FSA and HRA)	Included
Standard KeyDCAP Non-Discrimination Testing: Cafeteria Plan 25% Key Employee Concentration Dependent Care More than 5% Owners Concentration Dependent Care 55% Average Benefits	Included
Expanded Non-Discrimination Subscription Testing: Premium Only Plan (POP), Flexible Spending Account (FSA), Health Reimbursement Arrangement (HRA), Self-Insured Medical Plan (SIMP)	Additional fee may apply

DEBIT CARD SERVICES ADDENDUM

To the extent that debit cards are used for the reimbursement accounts, the following applies with respect to the debit card services:

1 Definitions for the purposes of this Addendum:

- 1.1 "Card Transaction" means the presentation of the debit card for payment of Qualified Services.
- 1.2 For a Health FSA and/or HRA, "Qualified Services" means all related goods and services within the meaning of the term "medical care" or "medical expense" as defined in Code Section 213 (26 USC § 213) and the rulings and Treasury regulations thereunder to the extent that such goods and services are allowable for the Account in question.
- 1.3 For a TSA, "Qualified Services" means parking, transit passes, and commuter highway vehicle, within the meaning of Code Section 132(f) (26 USC § 132(f)) as it relates to qualified transportation plans.
- 1.4 "Account" means the FSA account, HRA account, and/or TSA as the context requires and as elected by Employer as part of this Agreement.
- 1.5 "Employee" means those employees eligible to participate in the Plan.
- 1.6 Plan participants or "Participant" means Employees who are entitled to account coverage based on Employer's plan document.

2 General Provisions of Debit Card Services

- 2.1 WEX is responsible to provide debit card services to Participants, including:
 - Updating Participant records;
 - Maintaining accurate account balances and deposit information;
 - Activating and deactivating the debit cards;
 - Canceling the debit cards;
 - Responding to Participant inquiries; and
 - Providing appropriate notices of actions taken.
- 2.2 WEX agrees to reasonably ensure compliance with proper use of the debit card and take whatever action is necessary to investigate and resolve errors in Card Transactions that are asserted by Participants within five (5) business days of notice of an assertion.
- 2.3 WEX agrees to cancel access to a Participant's Account when a debit card is reported as lost or stolen.
- 2.4 WEX agrees to deactivate a Participant's debit card upon notice from Employer of ineligibility or termination. If Employer fails to provide notice, Employer will be responsible for any ensuing Card Transactions.
- 2.5 WEX will make available to Employer, for distribution to the Participants, information as to the proper use of the debit card.
- 2.6 Employer acknowledges that it must, in accordance with and to the extent permitted by, applicable law, facilitate an after-tax payroll deduction in those instances where the debit card was used to pay for an ineligible expense and the Participant failed to reimburse the Plan or the ineligible expense could not be offset with an eligible expense.
- 2.7 Employer agrees to notify WEX immediately upon suspicion or confirmation of inappropriate or fraudulent debit card use.

2.8 The liability for payment of claims falls on Employer or the Participant. Additional Card Transaction costs, if any, are paid by Employer or Participant.

2.9 WEX standard administrative procedures may be different for Card Transactions with respect to a Health FSA, HRA, and TSA and with respect to a group or groups of Card Transactions.

3 Settlement Provisions of Debit Card Services

3.1 Employer has, in conjunction with this Agreement and as applicable to the funding method selected by Employer, executed and delivered to WEX an Authorization Agreement for Automated Clearing House (ACH) Direct Payments, which authorizes the issuer of the debit cards ("Issuer") to debit the account of the depository financial institution designated by Employer in said agreement as more fully set forth therein. This information may be delivered or collected via or within an online form.

3.2 Each business day, Issuer is authorized to debit the account in the amount required to settle all Card Transactions ("Daily Settlement Amount") and the collected and available funds in the account must be greater than or equal to the Daily Settlement Amount for the previous business day.

3.3 Employer shall reimburse/pay Issuer for all Card Transactions irrespective of whether any authorization for a Card Transaction was made in accordance with the terms of the Plan.

3.4 If Employer fails to fund the account to settle with Issuer for Card Transactions, fails to reimburse/pay Issuer for all Card Transactions, or breaches its obligations to Issuer, Issuer may, at its option, suspend or terminate all debit cards or change the method by which Employer may settle with Issuer for Card Transactions.

3.5 Employer acknowledges that Issuer is not a party to this Agreement and Issuer has no obligation or responsibility to process and or adjudicate benefit claims. Issuer's function is to issue debit cards and to make settlements arising from Card Transactions based solely on the information provided to it by the debit card processor.

4 Miscellaneous Provisions of Debit Card Services

4.1 Card Transactions will be settled directly to the account at the depository financial institution designated by Employer and on record with WEX.

4.2 Changes to the account information must be made via the submission to WEX of a new Authorization Agreement for Automated Clearing House (ACH) Direct Payments. This information may be delivered or collected via or within an online form.

4.3 Said authorization remains in full force and effect until WEX and Issuer receive written notification to revoke it in such time and manner as to afford WEX, Issuer, and the depository financial institution designated by Employer a reasonable opportunity to act on it.

4.4 Employer acknowledges that the Issuer shall be deemed to be a third party beneficiary with respect to Sections 3 and 4 of this Addendum with full rights to rely upon and enforce the provisions thereof.

4.5 Employer acknowledges that the origination of ACH transactions to the account must comply with the provisions of United States law.

4.6 Unless otherwise stated, all provisions of this Agreement apply to the debit card services.

SAMPLE

HIPAA Business Associate Agreement

This Business Associate Agreement (the "BAA") is incorporated into and made a part of the Administrative Services Agreement (the "Agreement") by and between WEX and Employer. WEX and Employer may be referred to in this BAA as a "Party" and collectively as the "Parties."

WHEREAS, Employer is either a Covered Entity or a Business Associate of a Covered Entity, as applicable and as each term is defined below; and

WHEREAS, Employer and WEX mutually agree to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations, the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act"), and the 2013 final ruling from the U.S. Department of Health and Human Services (HHS) Office for Civil Rights that modifies and strengthens a number of provisions of the HITECH Act.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions

- 1.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103.
- 1.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103.
- 1.3 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- 1.4 Terms that are capitalized but not defined in this BAA shall have the meaning given in the HIPAA Rules or the Agreement. To the extent a capitalized term herein is defined in both the Agreement and the HIPAA Rules, the definition in the HIPAA Rules shall govern for purposes of this BAA.

2. Obligations of WEX

With regard to its use or disclosure of Protected Health Information, WEX shall:

- 2.1 Not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.
- 2.2 Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of such Protected Health Information other than as provided for by the Agreement.
- 2.3 Without unreasonable delay, report to Employer any use or disclosure of Protected Health Information not provided for by the Agreement of which it becomes aware, including Breaches of unsecured Protected Health Information as required at 45 CFR 164.410, and any Security Incident of which it becomes aware.
- 2.4 Take reasonable measures to ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of WEX agree to the same restrictions, conditions, and requirements that apply to WEX with respect to such information.
- 2.5 Ensure that the de-identification of Protected Health Information is performed to the applicable standards.
- 2.6 Make available Protected Health Information in a Designated Record Set to the Employer as necessary to satisfy Employer's obligations under 45 CFR 164.524.
- 2.7 Make any amendment to Protected Health Information in a Designated Record Set as directed or agreed to by the Employer pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Employer's obligations under 45 CFR 164.526.
- 2.8 Maintain and make available the information required to provide an accounting of disclosures to the Employer as necessary to satisfy its obligations under 45 CFR 164.528.
- 2.9 Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

3. Permitted Uses and Disclosures by WEX

With regard to use and disclosure of Protected Health Information, WEX may:

- 3.1 Use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Employer as set forth in the Agreement.
- 3.2 Use or disclose Protected Health Information as Required by Law.

- 3.3 Use Protected Health Information for the proper management and administration of WEX or to carry out the legal responsibilities of WEX.
- 3.4 Provide data aggregation services relating to the health care operations of the Employer.

4. Obligations of Employer

Employer shall:

- 4.1 Notify WEX of any limitation in the Notice of Privacy Practices of Employer in accordance with 45 CFR 164.520, to the extent that such limitation may affect WEX's use or disclosure of Protected Health Information.
- 4.2 Notify WEX of any changes in, or revocation of, the permission by an individual to use or disclose his or her Protected Health Information, to the extent that such changes may affect WEX's use or disclosure of Protected Health Information.
- 4.3 Notify WEX of any restriction on the use or disclosure of Protected Health Information that WEX has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect WEX's use or disclosure of Protected Health Information.
- 4.4 Not request WEX use or disclose Protected Health Information in any manner that would not be permissible under the HIPAA Rules if done by the Employer.

5. Term and Termination

- 5.1 The Term of this BAA shall be coterminous with that of the Agreement and shall terminate at the expiration or termination of the Agreement or when all of the Protected Health Information provided by the Employer is destroyed or returned to the Employer.
- 5.2 Employer may terminate the Agreement upon notice to WEX if WEX has materially breached this BAA and has not cured such breach within thirty (30) calendar days of receiving Employer's notice of breach.
- 5.3 Upon termination of this BAA for any reason, WEX, with respect to Protected Health Information received from Employer, or created, maintained, or received by WEX on behalf of Employer, shall:
 - A. Retain only that Protected Health Information which is necessary for WEX to continue its proper management and administration or to carry out its legal responsibilities.
 - B. Destroy the remaining Protected Health Information that WEX still maintains in any form.
 - C. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as WEX retains the Protected Health Information.
 - D. Not use or disclose the Protected Health Information retained by WEX other than for the purposes for which such Protected Health Information was retained and subject to the same conditions contained within this BAA.
- 5.4 The obligations of WEX under this Section shall survive the termination of this BAA.

6. Miscellaneous

- 6.1 A reference in this BAA to a section in the HIPAA Rules means the section as in effect therein or as amended.
- 6.2 With the exception of data de-identified to the applicable standards, WEX's data stewardship does not confer data ownership rights to WEX with respect to any data shared with it under the Agreement.
- 6.3 Any ambiguity in this BAA shall be interpreted to permit compliance with the HIPAA Rules.
- 6.4 This BAA together with the Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements, negotiations, commitments, representations and proposals of any kind, whether written, oral, expressed or implied, relating to the subject matter hereof.



City Council Agenda Request

MEETING DATE: October 7, 2024

TITLE OF ITEM: Update on TH 210/Lum Park Pedestrian Bridge Grant Funding

AGENDA: SPW Committee

ACTION REQUESTED: Direction Requested

SUBMITTED BY: Jessie Dehn, Public Works Director

DEPARTMENT: Public Works

PRESENTER: Jessie Dehn, Public Works Director

ESTIMATED TIME (MIN): 2 Minutes

SUMMARY OF ISSUE: Following Council direction to inform MnDOT that the City would not utilize the CRP grant for the TH 210/Lum Park Pedestrian Bridge Project based on the current timing, staff sent notice to MnDOT accordingly. Roughly a week later, MnDOT approached staff to inform that they received updated information regarding a potential option to, in essence, extend the deadline to encumber the grant funds to the end of FY 2026, rather than FY 2025. One requirement for this option to be feasible would be that another federal project in the district would have to be able to move forward from 2026 to 2025, which we have been informed is a possibility. Staff is requesting direction from the Council if they would like to continue to progress forward with the CRP grant on the TH 210/Lum Park Pedestrian Bridge with the extended timeline to further develop and source additional funding for the project.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: In addition to the information on the grant, MnDOT made staff aware of the Transportation Revolving Loan Fund (TRLF) which is a program that the City could explore as an option to fund unmatched funds for the bridge project, should the Council want to explore this further. Some benefits of the program include a discounted interest rate compared with base interest rates and an extended repayment term (up to 30 years). If Council wants to explore this option further, staff can present additional information to advise accordingly.

RECOMMENDED ACTION/MOTION: Staff recommends the Council reinstates the City's utilization of the CRP grant for the TH 210/Lum Park Pedestrian Bridge project until FY 2026.

FINANCIAL IMPACT: N/A



City Council Agenda Request

MEETING DATE: October 7, 2024

TITLE OF ITEM: Authorize Applications for Active Transportation (AT) and Transportation Alternatives (TA) Grants

AGENDA: SPW Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Jessie Dehn, Public Works Director **DEPARTMENT:** Public Works

PRESENTER: Jessie Dehn, Public Works Director **ESTIMATED TIME (MIN):** 2 Minutes

SUMMARY OF ISSUE: Staff is requesting Council authorization to apply for the Active Transportation (AT) and Transportation Alternatives (TA) grant programs for the TH 210/Lum Park Pedestrian Bridge Project. This would be the 2nd year for the AT grant and 3rd year applying for the TA grant. With having received the CRP grant (\$1.3M), it's possible that this helps strengthen these applications during review by the committees. The first step for both programs is that staff would submit a Letter of Intent this fall, with a full application to follow this winter.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: The Active Transportation (AT) grant program has a maximum award of \$1 million. No match is required. This grant only covers construction costs and no engineering or non-construction costs would be eligible.

The Transportation Alternatives (TA) grant program has a maximum award of \$800,000 (\$1 million with 20% match). This also only covers construction costs, no engineering costs are eligible.

RECOMMENDED ACTION/MOTION: Staff requests authorization to apply for the Active Transportation and Transportation Alternative grant programs for the TH 210/Lum Park Pedestrian Bridge project.

FINANCIAL IMPACT: N/A



City Council Agenda Request

MEETING DATE: October 7, 2024

TITLE OF ITEM: Approve Sale of Transit Bus 114

AGENDA: SPW Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Jessie Dehn, Public Works Director **DEPARTMENT:** Public Works

PRESENTER: Jessie Dehn, Public Works Director **ESTIMATED TIME (MIN):** 2 Minutes

SUMMARY OF ISSUE: Staff has received a new bus and which is now outfitted and out on the road. Bus 240 was wrapped, outfitted, and dispatched on to routes in August. With the arrival of Bus 240, Bus 114 is scheduled for replacement. Staff has been completing the process with MnDOT to receive authorization to dispose (sell) Bus 114. Staff is recommending Council authorize the sale of Bus 114, contingent on MnDOT's authorization. TAC Committee voted unanimously to recommend disposal of the bus at their September 19th meeting.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Bus 114 is a 2013 diesel bus with 253,359 miles. It is considered over 100,000 miles past it's considered "useful life expectancy". Most of the issue was the delays seen in the last few years in receiving new buses. Blue Sky has completed cleaning out the bus to prepare for disposal. It is expected that staff would utilize a public auction service for the sale.

RECOMMENDED ACTION/MOTION: Staff recommends Council authorize the sale of Bus 114, contingent on MnDOT's authorization.

FINANCIAL IMPACT: Unknown at this time.



City Council Agenda Request

MEETING DATE: October 7, 2024

TITLE OF ITEM: Approve Updated Cost for Rosewood Alley Sewer Replacement

AGENDA: SPW Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Jessie Dehn, Public Works Director

DEPARTMENT: Public Works

PRESENTER: Jessie Dehn, Public Works Director

ESTIMATED TIME (MIN): 2 Minutes

SUMMARY OF ISSUE: Staff is requesting authorization on the updated quote for the Rosewood-Quince Alley Sewer Replacement. At the September 3rd Council meeting, staff reported to the Council that it would be our intent that the main be replaced with 8 inch minimum diameter pipe. In reviewing the quote provided, the proposal detailed replacement of the 6 inch main as-is with a new 6 inch main. Staff requested an updated quote from DeChantal to accommodate the 8 inch sanitary main size. That updated proposal is attached. The updated cost is \$59,562, \$2,470 over the original proposal.

In addition, BPU staff requested that watermain be extended from 15th Street to the end of the alley during this project. The proposal for this work is included in the updated sewer main proposal. Should the Council approve the updated sewer main proposal, staff would request the proposal be approved by the Public Utilities Commission for the requested watermain work at their October meeting.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Staff also wanted to make the Council aware before moving this project forward of two recent occurrences. Nearby, in the alley between Pine and Quince Streets from 12th and 14th Streets, we encountered two separate sewer main collapses. These collapses required emergency repair to restore flow to the main and prevent sewer backup to homes. These collapses were found during our annual jetting performed to keep sewer main clear and flowing. The collapses were unforeseen and cost a total of \$16,266.43 to repair.

RECOMMENDED ACTION/MOTION: Staff recommends approval of the updated sewer main replacement proposal in the amount of \$59,562.00

FINANCIAL IMPACT: \$59,562.00



**P.O. Box 315
Brainerd, MN 56401**

Quote

Date	Quote #
9/29/2024	1713

Name / Address

Brainerd
501 Laurel Street
Brainerd, MN 56401

Description	Quantity	Unit Cost	Unit	Total
* Sewer Main and Water Main Replacement in the Alley between Quince and Rosewood, East of 15th Street SE				
* Sewer Main Construction				
1. Mobilization	1	3,200.00	LS	3,200.00
2. Remove Sanitary Sewer Pipe	350	11.00	LF	3,850.00
3. Connect to Existing Sewer Pipe	2	785.00	Each	1,570.00
4. 8" PVC Sanitary Sewer Pipe	350	72.00	LF	25,200.00
5. 8" X 6" Wye	10	271.00	Each	2,710.00
6. Connect to Existing Service	10	1,062.00	Each	10,620.00
7. Aggregate Surfacing Class 5	174	31.00	CY	5,394.00
8. B618 Curb & Gutter	24	39.00	LF	936.00
9. Asphalt Replacement	64	50.50	SY	3,232.00
10. Misc Turf Restoration	1	2,850.00	LS	2,850.00
Subtotal				59,562.00
* Water Main Construction				
1. Mobilization	1	2,800.00	LS	2,800.00
2. Connect to Existing 6"x6"x6 Tee	1	1,979.00	Each	1,979.00
3. 6" Gate Valve and Box	2	2,521.00	Each	5,042.00
4. Hydrant	1	6,986.00	Each	6,986.00
5. 1" Corporation	4	569.00	Each	2,276.00
6. 1" Curb Stop and Box	4	701.00	Each	2,804.00
7. Connect to Existing Service	2	545.00	Each	1,090.00
8. 1" CTS Plastic Service Line	100	46.00	LF	4,600.00
9. 6" DIP Water Main	400	88.00	LF	35,200.00
10. Remove Water Main	200	15.50	LF	3,100.00
Subtotal				65,877.00
Total				\$125,439.00

**Office: 218-828-4636
Cell: 218-839-1318
Fax: 218-824-1510
Email: adechantal@gmail.com**



**P.O. Box 315
Brainerd, MN 56401**

Quote

Date	Quote #
7/28/2024	1713

Name / Address

Brainerd
501 Laurel Street
Brainerd, MN 56401

Description	Quantity	Unit Cost	Unit	Total
* Sewer Line Replacement in the Alley between Quince and Rosewood, East of 15th Street SE				
1. Mobilization	1	3,200.00	LS	3,200.00
2. Remove Sanitary Sewer Pipe	350	11.00	LF	3,850.00
3. Connect to Existing Sewer Pipe	2	775.00	Each	1,550.00
4. 6" PVC Sanitary Sewer Pipe	350	66.00	LF	23,100.00
5. 6" X 6" Wye	10	236.00	Each	2,360.00
6. Connect to Existing Service	10	1,062.00	Each	10,620.00
7. Aggregate Surfacing Class 5	174	31.00	CY	5,394.00
8. B618 Curb & Gutter	24	39.00	LF	936.00
9. Asphalt Replacement	64	50.50	SY	3,232.00
10. Misc Turf Restoration	1	2,850.00	LS	2,850.00
Total				\$57,092.00

**Office: 218-828-4636
Cell: 218-839-1318
Fax: 218-824-1510
Email: adechantal@gmail.com**



City Council Agenda Request

MEETING DATE: October 7, 2024

TITLE OF ITEM: Direction on Sidewalk on NW 3rd Street and Jackson Street

AGENDA: SPW Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Jessie Dehn, Public Works Director **DEPARTMENT:** Public Works

PRESENTER: Jessie Dehn, Public Works Director **ESTIMATED TIME (MIN):** 2 Minutes

SUMMARY OF ISSUE: Staff is requesting Council direction on sidewalk on NW 3rd Street and Jackson Street. My Neighbor to Love has requested to install sidewalk between their 12-plex building on Jackson Street and their 4-plex building on NW 3rd Street. The sidewalk would be intended that residents would not have to walk in the street to go between buildings. However, between the two parcels, the sidewalk would have to go across public right of way (Jackson Street). See attached photo for a rough sketch from the requestor.

The requestor is proposing to install the sidewalk. However, as public sidewalk, it would become City responsibility as a public asset beyond that point, other than maintenance activities such as snow clearing, etc. In reviewing the Walkable Bikeable Plan, Jackson Street east of 4th Street and NW 3rd Street do not have proposed sidewalk included as planned areas of sidewalk.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: For sidewalk that crosses public right-of-way, staff would recommend that it be treated as public sidewalk. Thus, it be placed within the right of way of both NW 3rd and Jackson Streets. Furthermore, as public sidewalk, to avoid "islands" of sidewalks, staff would recommend that it be tied to the trail and ramp approximately 100 feet to the west at the roundabout for connectivity.

Alternatives for the Council to consider include:

1. Approve sidewalk between the two buildings with no extension requirement to the roundabout.
2. Approve sidewalk between the two buildings with requirement to connect to roundabout.
3. Deny sidewalk between the two buildings.

RECOMMENDED ACTION/MOTION: Based on the Walkable Bikeable Plan, staff recommends alternative 3 as described above and to deny sidewalk installation between the two buildings on NW 3rd Street and Jackson Street.

FINANCIAL IMPACT: N/A



41040853

41040511

41040506

Nw 3rd St

Jackson St

41040887

Jackson St

41040779

41040780

41040778

41040781

41040782

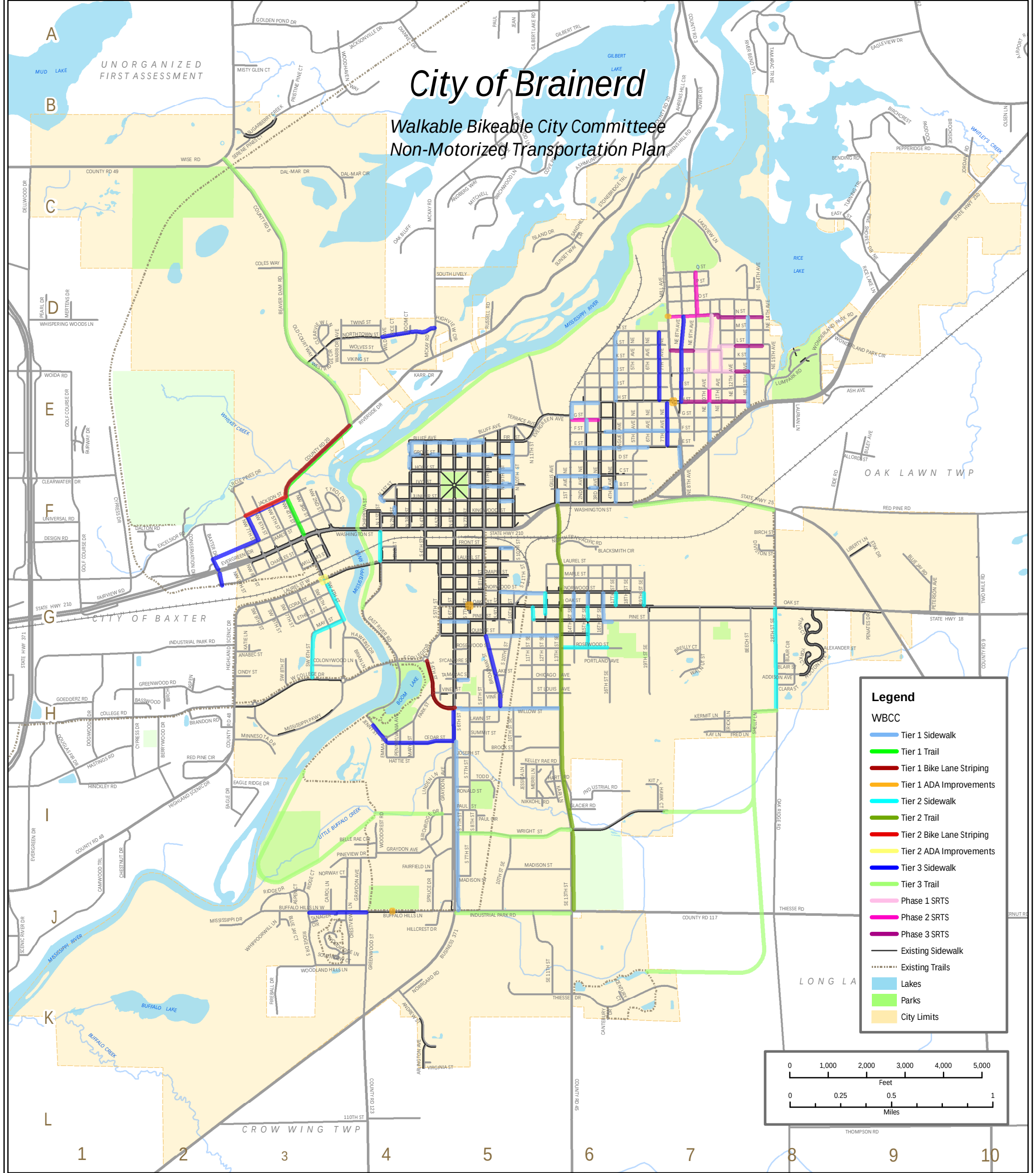
41040777

41040783

Nw 3rd St

41040800

Nw 4th St



1st Ave NE	E6-F6	10th Ave NE	D7-F7	Bluff Ave	E4-E5	E St	E6-E7	Jordan Rd	B10-C10	Nikkohl Rd *	I5-I6	Stonebridge Ct	C6
1st St N	F5	10th St N	E5-F5	Breilly Ct	G7	East River Rd	F4-G4	Joseph St	H5	Norwood St	G5-G7	Stonebridge Trl	C6
2nd Ave NE	E6-F6	10th St S	F5, G5	Brian Ln	G4	Easy St	C8-C9	Juniper St	F4-F5	O St	D7-D8	Sugarberry Creek	B3-B4
2nd St N	F5	10th St SE	H5-I5	Broadway St	H5	Emma St	H4	K St	D6-D8	Oak Lawn	G9-G10	Summit St	H5, H5
2nd St NW	F3	11th Ave NE	D7-E7	Brook St	H5-H6	Erick Ln *	H7	Kari Ln *	H6-I6	Oak Ridge Rd	H8-L8	Sunset Way	C6
2nd St S	F4	11th St S	G5-G5	Boom Ct	D4	Etak Dr	F9	Katie Ln	G3	Oak St	G5-G9	Sycamore St	G5
3rd Ave NE	D6-F6	11th St SE	G5-K6	Buffalo Hills Ln E	J4-J5	Ethel St	G3-G4	Kay Ln *	H7	Old Court Way	D3	Tamarac St	H5
3rd St N	E4-F4	12th Ave NE	D7-E7	Buffalo Hills Ln W	J3-J4	Evergreen Ave	E5-E6	Kelley Rae Rd *	H5-H6	P St	D7	Tanager Cir	J3
3rd St NW	F3	12th St SE	F6-H6	Business 371	J5-L2	Evergreen Dr	F2-F3	Kermit Ln *	H7-H8	Park St	H4	Terrace Ave	E5
3rd St S	F4	13th Ave NE	D7-E8	C St	F6-F7	F St	E6-E7	King Ct	G8	Paul Cir / St	I5	Thiesse Dr	K5-K7
4th Ave NE	D6-F6	13th St SE	F6-J6	Cantebury Ct	K6	Fairfield Ln	I4	Kingwood St	F4-F5	Pennsylvania Ave	H4	Todd St	I5
4th St N	E4-F4	14th Ave NE	D8	Carol Ln	J3	Fir St	E5	Kitty Hawk Ct	I7	Peterson Ave	G9	Twins St	D4
4th St NW	F3	14th St SE	F6-G6	Cedar St	H4-H5	Fireball Dr	J3-K3	L St	D6-D8	Pine Shores Rd	B9-D9	Two Mile Rd	F10-I10
4th St SW	G3-H4	15th Ave NE	D8-E8	Century Ct	K6	Fred Ln *	H7-H8	Laurel St	F4-F6	Pine St	G5-G8	Tyrol Dr	F3-F4
5th Ave NE	D6-F6	15th St SE	F6-G6	Charles St	F3-G3	Front St	F4-F5	Laurel St W	F4-G3	Pineview Dr	I3-I4	Viking St	D4
5th St N	E5-F5	16th St SE	F6-G6	Chicago Ave	H5-H6	G St	E6-E7	Lake St	H5	Portland Ave	G5-G6	Vine St	H4-H5
5th St NW	F3	17th St SE	F6-G6	Chippewa St	F4	Gillis Ave	E6-F6	Lakeview Ln	C7	Q St	D7	Virginia St	K4
5th St S	F5-G5	18th St SE	F6-G6	Cindy St	H3	Glacier Rd *	I6	Lawn St	H5	Quince St	G5-G6	Walnut St	G7-H7
5th St SW	G3	19th St SE	G6-H6	Circle Pines Dr	F3	Graydon Ave	J4-H5	League Ave	E6	Red Pine Rd	F8-F10	Warrior Ave	D4
6th Ave NE	D7-E7	28th St SE	F8-H8	Clara St	H8	Greenwood St	J4-K4	Liberty Ln	F9	Rice Ct	D4	Washington St	F3-F4
6th St N	E5-F5			Clearview Ln	D3	Grove St	E4-E5	Linden Ln	E4-E5	Ridge Ct	J3	Washington St NE	F6-E8
6th St NW	F3	Addison Ave	H8	Coles Way *	D3	H St	E6-E8	Lum Park Rd	D8-E8	Ridge Dr	J3	Washington St W	F3-F4
6th St S	F5-J5	Alexander St	G8	College Dr E	G4-G5	Hattie St	H4	M St	D6-D8	Ridge Dr S	J3	Westridge Cir	D3
6th St SW	G3	Anabec St	G3	College Dr W	H3-G4	Hart Rd *	I6	Madison St	J5-I6	Riverside Dr	A7-F3	Whippoorwill Ln	J3
7th Ave Ne	D7-E7	Andrew St	K4	Colonywood Ln	G3-G4	Hawkins Dr	G4	Maple St	G5-G7	Robin Rd	F10-G10	Wild Ave	D4
7th St N	E5-F5	Arlington Ave	K4	Cora St	G3	Highland Scenic Dr	G3-J1	May St	G3-G4	Ronald St	I5	Williams St	F3
7th St NW	F3	Ashmun Rd	C6	County Hwy 45	F6-K6	Highview Cir	D5	Mary St	H4	Rosewood St	G5-G6	Willow St	H4-H6
7th St S	F5-J5	Aspen Ct	J3	County Rd 117	J5-J7	Hillcrest Dr	J4-J5	McKay Rd	D4	Russell Rd	D5	Wolves St	D4
7th St SW	G3	B St	F6-F7	County Rd 20	A7-F3	Holly St	F4-F5	Meadowlark Ln	F9-F10	Sandhill Ct / Cir	C6	Wonderland Park Cir	D8-D9
8th Ave NE	D7-F7	Beaver Dam Rd	B2-E4	County Rd 3	A7-F7	Holton Ave	G8-H8	Merri Ln *	H6-I6	Serene Pines Ct	B3	Wonderland Park Rd	E8-D9
8th St N	E5-F5	Beech St	G8-H8	County Rd 48	H3-I	I St	E6-E8	Mill Ave	C7-E7	Shelly Ln *	H8	Woodcrest Rd	I4
8th St NW	F3	Belle Rae Cir	I4	County Rd 49	A2-C2	Industrial Rd	I6	Minnesota Dr	H3	Southview Ct	J4	Woodland Hills Ln	J3-J4
8th St S	F5-H5	Birch St	F8	County Rd 5	B2-E4	Island Dr	C5-C6	Mississippi Pkwy	H3-H4	Spruce Dr	J4-I5	Woodridge Ln	J4
8th St SW	G3	Birchridge Dr	I4-I5	Crestview Ln	I4-J4	Ivy St	F4-F5	Mississippi Dr	J2-J3	St Louis Ave	H5-H6	Wright St	I5-I7
9th Ave NE	D7-E7	Blacksmith Cir	F6	Crow Wing Rd	G9-G10	J St	E6-E8	N St	D7-D8	State Ave	G10	York Ct	G8
9th St N	E5-F5	Blair Cir	G8	D St	E6-E7	Jackson St	F3	Norrgard Rd	K4	State Hwy 18	G9-G10		
9th St NW	F3-G3	Blair St	G8	Dal-Mar Cir	C4	James St	F3	Northern Pacific Rd	F6	State Hwy 210	B10-G1		
9th St S	F5-H5	Blue Jay Ct	J3	Dal-Mar Dr	C3-C4	Jenny St	H4	Northern St	D3-D4	State Hwy 25	F7-L10		
9th St SW	G3	Blue Jay Rd	F9-G9	Division St	F8	Jessica Ln *	H5-I5	Norway Ct	J4	State Hwy 371	A1-H1		



μ

Disclaimer: This map is intended for reference purposes only and is not a legally recorded map nor survey. The City of Brainerd shall not be liable for any damages or claims that arise due to accuracy, availability, use, or misuse of the information herein pursuant to MN Statute 466.03 Subd 21.

* Denotes Private Road



City Council Agenda Request

MEETING DATE: October 7, 2024

TITLE OF ITEM: Approve Final Layout, Order Feasibility Report, and SEH Amendment Request - TH 371B/Willow St Roundabout Project

AGENDA: SPW Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Jessie Dehn, Public Works Director **DEPARTMENT:** Public Works

PRESENTER: Jessie Dehn, Public Works Director **ESTIMATED TIME (MIN):** 10 Minutes

SUMMARY OF ISSUE: As the plans near completion for the TH 371B/Willow Street Roundabout, staff would like to receive Council approval on a final layout before proceeding with next steps. Next steps could include staff's recommendation to begin assessment proceedings for the reconstruction of the one block of Willow Street between 6th and 7th Streets, as the adjacent properties will be receiving this benefit, similar to other properties with reconstruction projects. Following approval of the final layout, staff is recommending Council adoption of the attached resolution ordering the Feasibility Report for the project. This is the first step in the assessment process. Staff would return at a future meeting to present the Feasibility Report and request to call for a public hearing.

In addition, SEH has requested an amendment to the engineering services contract for items outside of the original scope of work. These items include a Phase I ESA, Phase II ESA, Contaminated Materials Monitoring, East Leg Extension (Willow Street to 7th), and Construction Duration (5 Weeks to 8-9 Weeks). Staff has reviewed the amendment request in detail and agrees with the need for these items and the amount of time required for these tasks. Staff has also discussed this matter with MnDOT. With the exception of the East Leg Extension of Willow Street as this is a local improvement, MnDOT is willing to share in the cost of the amendment.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: With the plans nearing 90% completion, staff was able to compile an estimate of cost breakdowns. As follows:

	MSAS State Water Aid	(BPU)	Sanitary Fund	Storm Sewer Fund	Total City Cost
Total Estimate	\$407,790	\$265,060	\$64,865	\$123,235	\$860,950

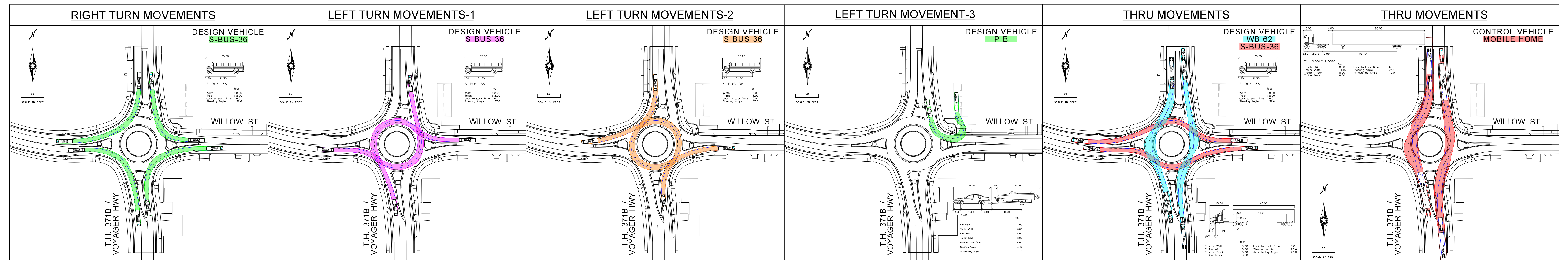
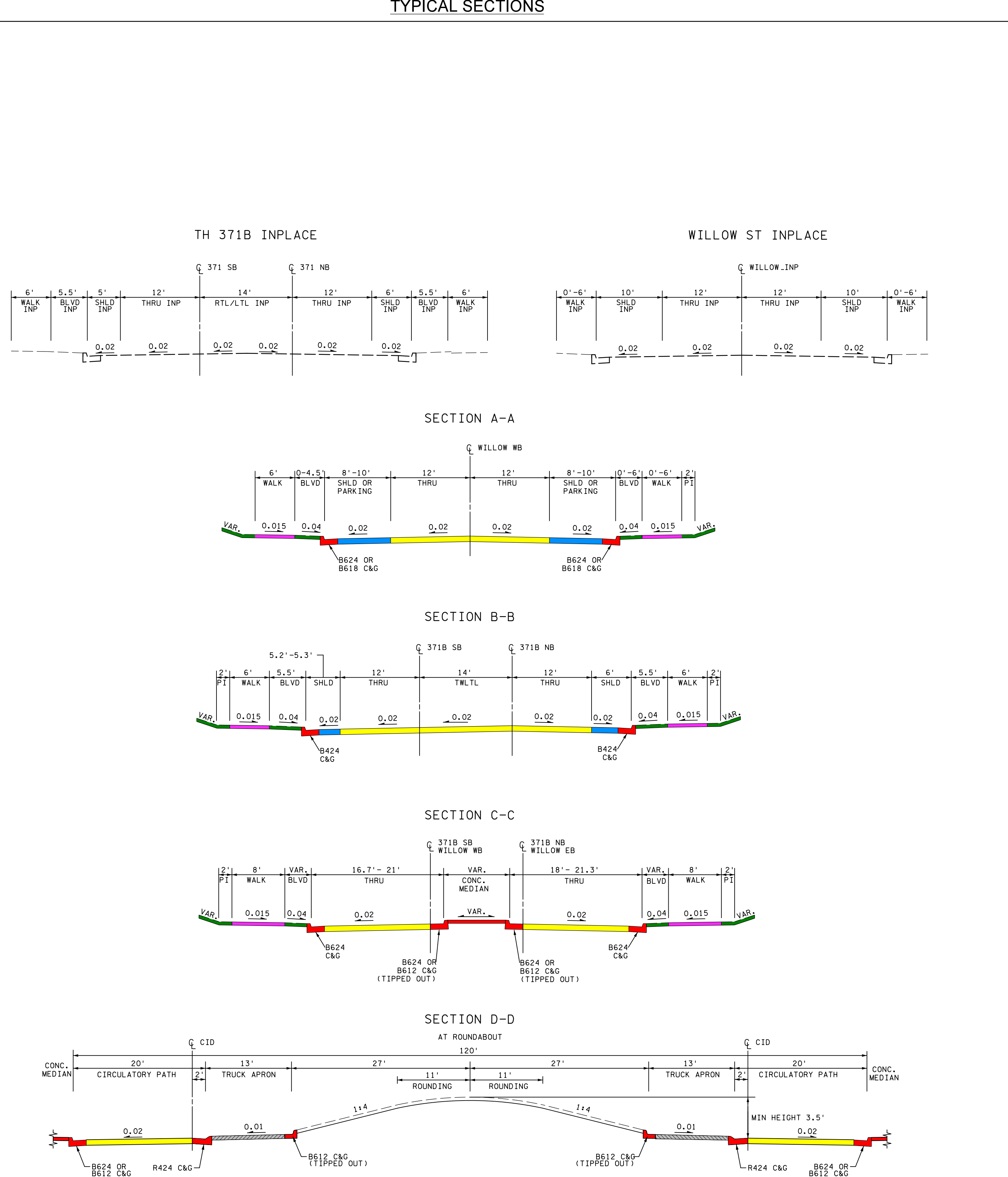
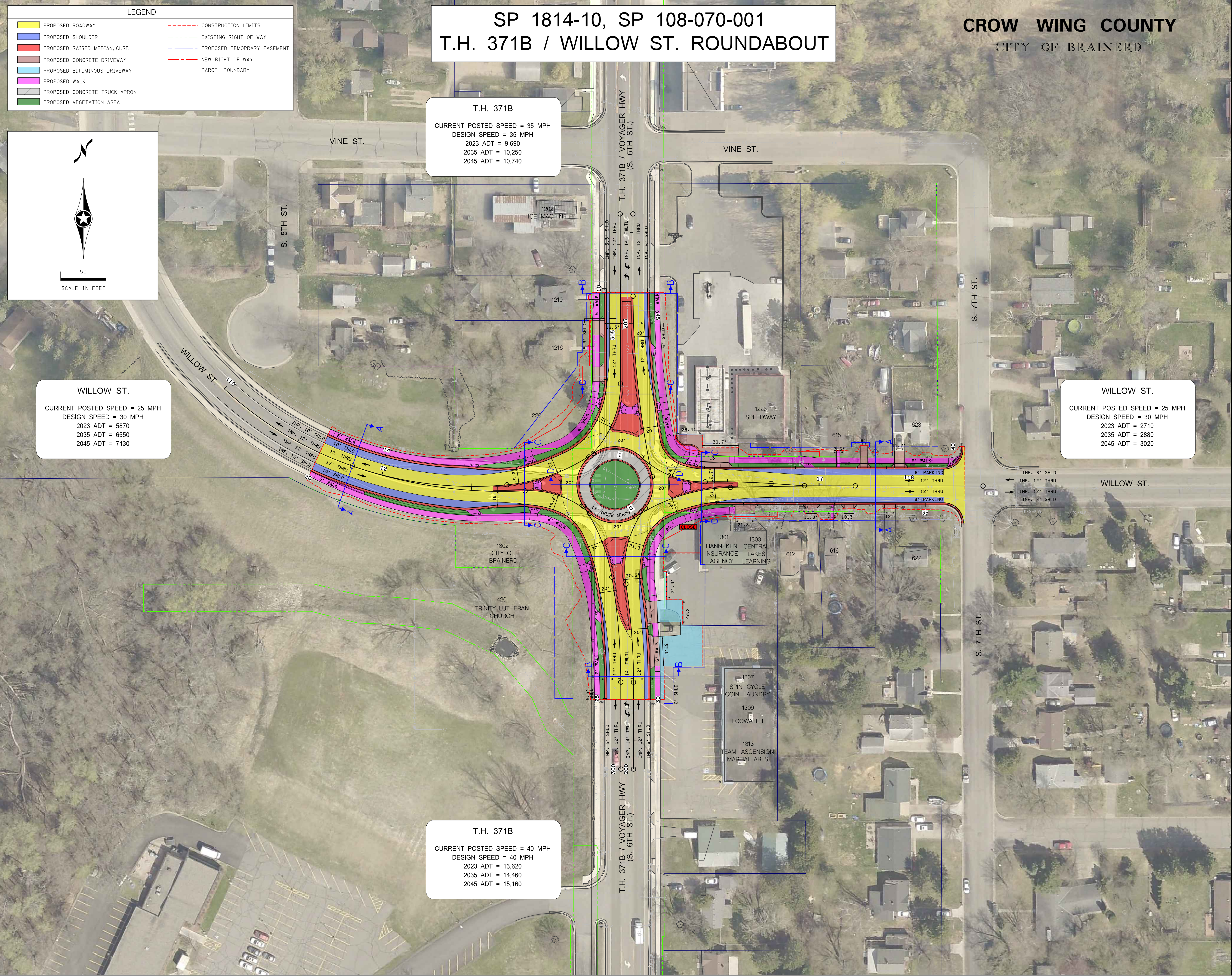
The above estimate includes construction, engineering (incl. amendment request as presented) and right of way costs. What is removed from the cost is the \$750,000 received in HSIP grant funding for the City portion of construction costs and projected assessments. Please note that these are still preliminary estimates and costs need to be finalized (which may go up or down from estimate) such as lighting,

right of way, assessments, etc. The estimate would be the City's share of the roundabout construction and reconstruction of the block of Willow Street from 6th to 7th Street.

RECOMMENDED ACTION/MOTION: Staff recommends the following actions:

1. Approve the final layout of the TH 371B/Willow Street Roundabout Project as attached.
2. Adopt the attached Resolution Ordering the Feasibility Report for the TH 371B/Willow Street Roundabout Project (Roll Call)
3. Approve the SEH amendment as presented and to amend the agreement with MnDOT to share in the costs of the amendment as presented.

FINANCIAL IMPACT: \$122,486



R E S O L U T I O N
NO. _____

RESOLUTION ORDERING PREPARATION OF REPORT ON IMPROVEMENT

IMPROVEMENT 23-13 – TH 371B/WILLOW STREET ROUNDABOUT PROJECT

WHEREAS, it is proposed to improve Willow Street from South 6th Street (Highway 371B) to South 7th Street by reconstructing streets including, but not limited to, replacement of bituminous pavement surface, curb and gutter, watermain, sanitary sewer, storm sewer, sidewalk, and to assess the benefited properties for all or a portion of the cost of the improvements, pursuant to Minnesota Statutes, Chapter 429,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, BRAINERD, MINNESOTA:

That the proposed improvement, called the TH 371B/Willow Street Roundabout Project be referred to the City Engineer for study and that person is instructed to report to the Council with all convenient speed advising the Council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

Adopted this 7th day of October 2024

KELLY BEVANS
President of the Council

Approved this 7th day of October 2024

DAVE BADEAUX
Mayor

ATTEST: _____
NICHOLAS W. BROYLES
City Administrator

**AMENDMENT NO. 1
DESIGN SERVICES**

This Amendment No. 1 is entered into by and between the City of Brainerd and Short Elliott Hendrickson, Inc., 3535 Vadnais Center Drive, Saint Paul, MN 55110, to amend the TH371B and Willow Street Roundabout Project Contract, to include the following:

1. Completion of Phase I ESA,
2. Completion of Phase II ESA,
3. Monitor and report contaminated materials during construction
4. Extend project limits along Willow Street east to South 7th Street, and
5. Extend duration of construction inspection and survey.

All other terms and conditions of the TH371B and Willow Street Roundabout Project Contract and all Amendments not expressly amended herein remain in full force and effect.

CITY OF BRAINERD

SHORT ELLIOTT HENDRICKSON, INC.

By:_____

By: _____

Full Name:_____

Full Name: _____

Title:_____

Title: _____



Building a Better World
for All of Us®

September 20, 2024

RE: City of Brainerd
TH371B and Willow Street RAB
Amendment #1 Request
SEH No. BRDMN 173744

Jessie Dehn
City Engineer and Public Works Director
City of Brainerd
501 Laurel Street
Brainerd, MN 56401

Dear Jessie:

The following is the request for Amendment #1 concerning the TH371B and Willow Street RAB Project. Included is a detailed list of items that we consider to be out the scope.

Scope of Work Refinements

The following summarizes the changes being requested in this amendment:

Phase I ESA and Phase II ESA

Based on preliminary findings and MnDOT requirements, a Phase I ESA and a Phase II ESA were required for this project. Brainerd City Council approved this work in October 2023. Based on a request from the City, SEH has delayed seeking an amendment for this work.

Contaminated Material Monitoring and Reporting

Based on Phase II ESA findings and the work required for realignment of utilities for this project, SEH anticipates that contaminants will be encountered during construction. As such, contaminant material monitoring and reporting is required for MnDOT compliance.

East Leg Extension

The scope of work identified in the project's request for proposal only outlined work associated with the construction of a roundabout at the intersection of TH371B and Willow St. After the project was awarded, the City requested that the project's limits be extended to the intersection of Willow Street and 7th Street South to avoid leaving a gap between the current project and the 2011 7th Street South Reconstruction Project. The extension of the project limits led to or will lead to:

- 165-feet of additional roadway reconstruction,
- A full block of new sidewalk,
- An ADA-compliant pedestrian ramp,
- Reconstruction of water and sanitary sewer trunk lines and services,
- Utility coordination,
- Three additional impacted parcels,
- Clarifying prescriptive easements for two parcels, and
- Three additional weeks of surveying and construction inspection.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-5196
SEH is 100% employee-owned | sehinc.com | 651.490.2000 | 800.325.2055 | 888.908.8166 fax

Construction Duration

SEH originally assumed the project would require five weeks for construction. Based on updated project understanding, SEH now believes that reconstruction of the intersection will now take nine weeks to complete, not including the east leg extension.

Compensation

The following is a summary of the fee associated with the Amendment #1 request.

Original Contract	\$387,511.20
*Phase #2 ESA Drilling	\$5,435.00
Amendment #1 Request	\$178,859.50
Total Contract	\$571,805.70

**This work was already agreed to by the City and performed by Braun Intertec*

Based on our understanding of the extra work requested and required by the project changes, as outlined in our detailed scope of work for this amendment, our fee for this amendment request is \$178,859.50. Compensation is proposed to be the hourly cost of personnel plus reimbursable expenses. Additional services beyond the tasks and estimated hours as described can be negotiated or provided as extra work on an hourly basis.

Please contact me if you need further information.

Sincerely,



Luke Johnson, PE
Project Manager
Attachments

\\sehinc.com\panzura\pzprojects\lae\blbrdmn\173744\1-gen\10-setup-conf\02-contract\amendment1\th371b_willow_amendment1request_2024.09.20.docx

Client: City of Brainerd
Date: September 20, 2024

Page 166 of 268

TH371 B & Willow St RAB

Client: City of Brainerd
Date: September 20, 2024



AMENDMENT #1 DIRECT EXPENSES						
Description	Quantity	Miles	Quantity X Miles	Unit	Unit Rate	Total Cost
PHASE I ESA						
Truck	5			Hour	\$5.00	\$25.00
Mileage	1	300	300	Mile	\$0.67	\$201.00
Environmental Database Report	1			Each	\$1,000.00	\$1,000.00
PHASE I ESA SUBTOTAL						\$1,226.00
PHASE II ESA						
Truck	16			Hour	\$5.00	\$80.00
Mileage	1	300	300	Mile	\$0.67	\$201.00
Air Monitoring / PID	1			Day	\$75.00	\$75.00
GPS / R1	1			Day	\$40.00	\$40.00
4gas Meter	1			Day	\$25.00	\$25.00
Groundwater Filter	5			Each	\$20.00	\$100.00
Phase II Lab Analysis	1			Each	\$2,935.00	\$2,935.00
Analytic Shipping	1			Each	\$400.00	\$400.00
PHASE II ESA SUBTOTAL						\$3,856.00
CONTAMINATED MATERIAL MONITORING AND REPORTING						
Truck	119			Hour	\$5.00	\$595.00
Mileage	1	875	875	Mile	\$0.67	\$586.25
Air Monitoring / PID	10			Day	\$32.00	\$320.00
GPS / R1	10			Day	\$40.00	\$400.00
Water Level Meter	10			Day	\$20.00	\$200.00
Meals	10			Day	\$42.00	\$420.00
Hotel	10			Day	\$200.00	\$2,000.00
Analytic Shipping	1			Each	\$500.00	\$500.00
Miscellaneous Supplies	3			Each	\$100.00	\$300.00
Laboratory Fee - Eurofins	1			Each	\$2,500.00	\$2,500.00
CONTAMINATED MATERIAL MONITORING AND REPORTING SUBTOTAL						\$5,920.00
EAST LEG EXTENSION						
Mileage	15	10	150	Mile	\$0.67	\$100.50
Truck	15			Day	\$16.00	\$240.00
EAST LEG EXTENSION SUBTOTAL						\$340.50
CONSTRUCTION DURATION						
Mileage	20	10	200	Mile	\$0.67	\$134.00
Truck	20			Day	\$16.00	\$320.00
CONSTRUCTION DURATION SUBTOTAL						\$454.00
AMENDMENT #1 DIRECT EXPENSES TOTAL:						\$11,796.50



City Council Agenda Request

MEETING DATE: October 7, 2024

TITLE OF ITEM: Consider Code Violations for Paradigm Auto

AGENDA: SPW Committee

ACTION REQUESTED: Direction Requested

SUBMITTED BY: James Kramvik, Community Development Director

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community Development Director

ESTIMATED TIME (MIN): 15 min

SUMMARY OF ISSUE: PLANNING DEPARTMENT COMMENTS (Rezoning 2016) - Mark Ostgarden

The property has been an automotive repair business for approximately 7 years, initially permitted by conditional use permit. A few years ago, we did have a complaint about excessive engine noise, but since then no complaints have been received.

The automotive repair business desires to expand to include a U -Haul rental outlet. I have talked to the business owner and explained that should another use be added, the site needs to be brought into conformance with current regulations. The gravel parking will need to be paved and striped with a properly identified handicapped space and the parking will need to be screened.

Outside services, sales, and equipment rental accessory to the principal use and limited in area to fifteen (15) percent of the gross floor area of the principal building or fifteen (15) percent of the tenant bay if it is a multiple tenant building. Outside service, sales and rental area must be located on private property and shall not intrude on the public sidewalk or boulevard.

The building is about 7,600 sq.ft. which would allow 1,140 (15%) sq.ft. of outside area to be devoted to the U -Haul business. The allowed outside area equates to 7 parking spaces that can be used for the U-Haul business.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

Staff has attached the letter that provided options to Mr. Schmidt to continue U-haul operations and has attached a current picture of the property that shows multiple U-Hauls parked on the grass. Mr. Schmidt was again made aware of the requirements of the rezoning and indicated that he would not pave or screen the property due to the cost.

RECOMMENDED ACTION/MOTION:

Mr. Schmidt has met with staff, but has not indicated that the issue will be resolved. Staff is seeking

direction from City Council on how to proceed with this case.

Actions that could be taken against this property include:

- 1) Administrative citations for an amount determined by the City Council
- 2) Abatement of the offense (depending on the type of offense)
- 3) Legal action (at the recommendation of the City Attorney depending on the type of the offense)
- 4) Cease corrective action

FINANCIAL IMPACT: N/A



September 3, 2024

Tri Axis Enterprises LLC
310 W Laurel St.
Brainerd, MN 56401

RE: 310 W Laurel St, Brainerd, MN 56401
PID Number: 41040742 & 41040743

Dear Mr. Schmidt,

After our meeting on June 11th, staff was able to fully review your proposal for U-Haul rentals. Currently, U-Haul trucks are illegally parked/stored on an unimproved surface and there are too many U-Haul rentals at the property. You proposed to cover the area with compacted Class-5, and I indicated that I would review potential zoning options for your current business.

The property was re-zoned in 2016 to accommodate outside services, sales, and equipment rental accessory to the principal use and limited in area to fifteen (15) percent of the gross floor area of the principal building. The building is about 7,600 sq. ft. which would allow 1,140 (15%) sq. ft. of outside area to be devoted to the U-Haul business. The allowed outside area equates to 7 parking spaces can be used for the U-Haul business.

The following list are options provided by staff and may need City Council approval. Please respond and submit applicable applications by September 30th.

Option 1 - No longer use the grass area for storage of U-hauls and limit the number of U-Hauls at the property to no more than (7) trailers or vehicles in the existing parking area.

Option 2 – Request a zoning map change to the Makers & Employment (ME) District and request that the (ME) District be allowed outside sales & rental at a 1:1 ratio of the gross floor area of the principal use. This would allow for 7,600 sq. ft. of storage area. The following conditions would also apply:

1. Outside sales areas are fenced and screened from view of neighboring properties and any public rights-of-way
2. All lighting shall be hooded and downcast so that the light source shall not be visible from the public right-of-way or neighboring properties.
3. Any dedicated sales area shall be hard surfaced to control dust and drainage.
4. Apply for a Conditional Use Permit.

Option 3 – Cease U-Haul rental operations.

Please contact the Community Development Department at 218-828-2307 if you have any further questions.

Respectfully,



James L. Kramvik
Community Development Director

Stephanie Bestul

From: Mark Ostgarden
Sent: Tuesday, October 16, 2018 9:17 AM
To: Stephanie Bestul
Subject: FW: {external} Re: Paradigm Performance Parking

If not already put in address file for 310 W Laurel.

From: Rod Converse <rodconverse605@gmail.com>
Sent: Wednesday, April 18, 2018 5:31 PM
To: Mark Ostgarden <mostgarden@ci.brainerd.mn.us>
Cc: Dawn Graff <dawn@closeconverse.com>
Subject: {external} Re: Paradigm Performance Parking

Mark

I will be in Brainerd on Monday and will address this in person. Al is trying to obtain a loan to purchase the entire property and he mows he needs to include surfacing all vehicle storage areas. We were hoping that summer would arrive before next winter. It looks like we made the right choice to move to Florida. 82-92 and 😊

Thanks for all you do in making Brainerd great again.

Rod

On Wed, Apr 18, 2018 at 4:57 PM Mark Ostgarden <mostgarden@ci.brainerd.mn.us> wrote:

Hi Rod, with spring approaching, it is becoming apparent that Paradigm Performance has been parking vehicles and trailers on grass and it appears that will continue. Please advise your tenant that we can no longer overlook the grass parking. Therefore , U-Hauls, vehicles waiting repair, employee and visitor parking must be on a hard surface.

Thank you.

Mark Ostgarden AICP

Mark Ostgarden

City Planner

501 Laurel Street

Brainerd, MN 56401

(218) 828-2309

August 17, 2016



www.ci.brainerd.mn.us

KRRC, LLP
521 Charles Street Suite 201
Brainerd, MN 56401

Dear Mr. Schmidt:

At its August 15, 2016 meeting, the Brainerd City Council approved the rezoning of your property at 310 West Laurel Street from B-2 (Neighborhood Business) District to B-4 (General Commercial) District.

A copy of the approved rezoning ordinance is enclosed.

When I spoke to Al Schmidt about the needed zoning change, I explained that rezoning was the 1st step and if approved the 2nd step was the need for a Conditional Use Permit (CUP) for the outdoor sales/storage U-Haul business. After further review of the Zoning Ordinance a CUP is not needed. The B-4 district permits the following as a permitted accessory use:

Outside services, sales, and equipment rental accessory to the principal use and limited in area to fifteen (15) percent of the gross floor area of the principal building or fifteen (15) percent of the tenant bay if it is a multiple tenant building. Outside service, sales and rental area must be located on private property and shall not intrude on the public sidewalk or boulevard.

The building is about 7,600 sq. ft. which would allow 1,140 (15%) sq. ft. of outside area to be devoted to the U-Haul business. The allowed outside area equates to 7 parking spaces can be used for the U-Haul business.

Cordially,

Mark Ostgarden AICP
City Planner

Cc: Al Schmidt, Paradigm Performance Automotive, 310 Laurel Street

Enclosure

Client:

CITY OF BRAINERD

Account # 316123 Ad # 2369071

Phone: (218) 828-2307

Fax:

Address: 501 LAUREL STREET
BRAINERD, MN 56401

Sales Rep.:

3804 Ann Windorski

Phone: (218) 855-5804

Fax:

Email: ann.windorski@brainerddispatch.com

Class.: 9960 MINNESOTA LEGALS

Requested By:

Start Date: 08/19/2016

End Date: 08/19/2016

Nb. of Inserts: 2

Dimensions: 1 col. x 3.00 Inches

Publications: Brainerd Dispatch

brainerddispatch.com

Total Price: \$37.32

Paid Amount: \$0.00

Balance: \$37.32

Page 1 of 1

(Published in the Brainerd Dispatch,
August 19, 2016, 1t.)

**A SUMMARY OF ORDINANCE
NO 1460 - AN ORDINANCE
AMENDING ORDINANCE NO. 812
PERTAINING TO ZONING IN THE
CITY OF BRAINERD**

At its duly called meeting held on August 15, 2016, the Brainerd City Council adopted Ordinance Number 1460: That existing Section 515-04-2 of the Brainerd City Code is hereby amended by changing the zoning designation of the 310 W Laurel Street from a B-2 (Neighborhood Business) District to a B-4 (General Business) District. A copy of the ordinance with specific details is on file at Brainerd City Hall, office of the City Administrator, 501 Laurel Street, Brainerd, MN 56401. The Ordinance shall take effect and be in force one week from and after this publication.

JAMES M. THOREEN
CITY ADMINISTRATOR

MOVED AND SECONDED BY ALDERMEN BEVANS AND HILGART, DULY CARRIED, TO HOLD THE FINAL READING OF PROPOSED ORDINANCE NO. 1459 – REZONING PROPERTY LOCATED SOUTH OF QUINCE STREET ON S. 6TH STREET AND S. 7TH STREET TO JUST SOUTH OF WILLOW STREET FROM A B-4 (GENERAL COMMERCIAL) DISTRICT TO A B-2 (NEIGHBORHOOD BUSINESS) DISTRICT AND R-2 (ONE AND TWO FAMILY RESIDENTIAL) DISTRICT; FURTHER, TO DISPENSE WITH THE ACTUAL READING.

MOVED AND SECONDED BY ALDERMEN BEVANS AND PRITSCHET TO ADOPT ORDINANCE NO. 1459 – REZONING PROPERTY LOCATED SOUTH OF QUINCE STREET ON S. 6TH STREET AND S. 7TH STREET TO JUST SOUTH OF WILLOW STREET FROM A B-4 (GENERAL COMMERCIAL) DISTRICT TO A B-2 (NEIGHBORHOOD BUSINESS) DISTRICT AND R-2 (ONE AND TWO FAMILY RESIDENTIAL) DISTRICT.

ORDINANCE NO. 1459

Upon roll call, members Borkenhagen, Hilgart, Koep, Pritschet, Bevans, Johnson and Scheeler voted “aye.” No member voted “nay.” The Chair declared the motion carried and the ordinance adopted.

Public Hearing – Final Reading of Proposed Ordinance No. 1460 – Rezoning Property located at 310 W Laurel Street, Brainerd from a B-2 (Neighborhood Business) District to a B-4 (General Commercial) District as requested by KRRC LLP, 521 Charles St, Ste 210, Brainerd – Approved

The Chair opened the Public Hearing at 8:35 P.M.

The Chair recognized Mr. Al Schmidt, owner of Paradigm Performance who stated he was available for questions.

The Chair closed the Public Hearing at 8:37 P.M.

MOVED AND SECONDED BY ALDERMEN BEVANS AND BORKENHAGEN, DULY CARRIED, TO HOLD THE FINAL READING OF PROPOSED ORDINANCE NO. 1460 – REZONING PROPERTY LOCATED AT 310 W LAUREL STREET, BRAINERD FROM A B-2 (NEIGHBORHOOD BUSINESS) DISTRICT TO A B-4 (GENERAL COMMERCIAL) DISTRICT AS REQUESTED BY KRRC LLP, 521 CHARLES ST, STE 210, BRAINERD; FURTHER, TO DISPENSE WITH THE ACTUAL READING.

MOVED AND SECONDED BY ALDERMEN BEVANS AND PRITSCHET TO ADOPT ORDINANCE NO. 1460 – REZONING PROPERTY LOCATED AT 310 W LAUREL STREET, BRAINERD FROM A B-2 (NEIGHBORHOOD BUSINESS) DISTRICT TO A B-4 (GENERAL COMMERCIAL) DISTRICT AS REQUESTED BY KRRC LLP, 521 CHARLES ST, STE 210, BRAINERD.

ORDINANCE NO. 1460

Upon roll call, members Borkenhagen, Hilgart, Pritschet, Bevans, Johnson and Scheeler voted “aye.” Member Koep voted “nay.” The Chair declared the motion carried and the ordinance adopted.

**ORDINANCE
NO. 1460**

**AN ORDINANCE AMENDING ORDINANCE NO. 812
PERTAINING TO THE ZONING IN THE CITY OF BRAINERD**

THE CITY COUNCIL OF THE CITY OF BRAINERD DOES ORDAIN:

SECTION ONE: That existing Section 515-04-2 of the Brainerd City Code is hereby amended by changing the zoning designation of the property descriptions below from B-2 (Neighborhood Business) District to B-4 (General Business) District for the following:

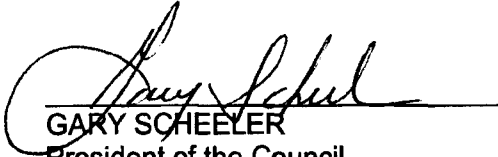
*THE S'LY 150 FT OF BNFS RAILWAY COMPANY'S 400 FT ROW, BEING 200 FT WIDE ON EACH SIDE OF SAIDRAILWAY COMPANY'S MAIN TRACT CENTERLINE, AS ORIGINALLY LOCATED AND CONSTRUCTED UPON, OVER AND ACROSS GOVT LOT 7 OF SEC 4 AND GOVT LOT 1 OF SEC 9 ALL IN TWP 133 RNG 28, LYING BETWEEN TWO LINES DRAWN PARALLEL WITH AND DIST RESPECTIVELY 50 FT AND 200 FT S'LY, AS MEASURED AT RIGHT ANGLES FROM SAID MAIN TRACK CENTERLINE BOUNDED ON THE E BY THE W BANK OF THE MISSISSIPPI RIVER, AND BOUNDED ON THE W BY THE E'LY ROW LINE OF SW 4TH STREET AS DEDICATED ON THE PLAT OF WEST BRAINERD, EXCPT THAT PART THEREOF THAT LIES NE'LY OF THE NE'LY LINE OF THIRD STREET AS DEDICATED ON WEST BRAINERD PLAT AND THE S'LY EXTENSION THEREOF. THE ABOVE DESC PARCEL INCLUDES PORT- IONS OF BLOCK 3, THIRD STREET AND FLORENCE STREET, ALL AS DEDICATED ON THE PLAT OF WEST BRAINERD. & ALSO EXCEPT THE FOLLOWING PARCEL; (S'LY 150 FT OF BNSF RAILWAY CO 400 FT WIDE CHARTER ROW BEING 200 FT WIDE ON EACH SIDE OF SD RAILWAY CO MAIN TRACK CNT LINE AS ORIGIN- ALLY LOCATED & CONSTRUCTED UPON OVER & ACROSS GL 7 OF SEC 4 & GL 1 OF SEC 9 TWP 133 RNG 28 LYING BETWEEN 2 LINES DRAWN PARALLEL WITH & DISTANT RESPECTIVELY 50 FT & 200 FT S'LY AS MEASURED AT RIGHT ANG FROM MAIL TRACT C/L BOUNDED ON E BY W BANK OF MISSISSIPPI RIVER & BOUNDED ON W BY E'LY ROW OF SW 4TH STREET AS DEDICATED ON PLAT OF WEST BRAINERD EXC PT THEREOF THAT LIES NE'LY OF SW'LY LINE OF LOT 5 BLOCK 3 WEST BRAINERD & THE SE'LY EXT THERE OF. THE ABOVE DESC PARCELS INCL PT OF BLOCK 3 OF PLAT WEST BRAINERD.) SUBJ TO AN ESMNT OF RECORD
SECTION 4 TOWNSHIP44 RANGE 31
PID 09198001001A009*

and

*THE S'LY 150 FT OF BNSF RAILWAY COMPANY'S 400 FT WIDE CHARTER ROW, BEING 200 FT WIDE ON EACH SIDE OF SAID RAILWAY COMPANY'S MAIN TRACK CENTERLINE, AS ORIGINALLY LOCATED AND CONSTRUCTED UPON, OVER AND ACROSS GOVT LOT 7 OF SEC 4 AND GOVT LOT 1 OF SEC 9, ALL IN TWP 133, RNG 28, LYING BETWEEN TWO LINES DRAWN PARALLEL WITH AND DIST RESPECTIVELY 50 FT AND 200 FT S'LY, AS MEASURED AT RIGHT ANGLES FROM SAID MAIN TRACT CENTERLINE, BOUNDED ON THE E BY THE W BANK OF THE MISSISSIPPI RIVER, AND BOUNDED ON THE W BY THE E'LY ROW LINE OF SW 4TH STREET AS DEDICATED ON THE PLAT OF WEST BRAINERD, EXCEPT THAT PART THEREOF THAT LIES SW'LY OF THE SE'LY LINE OF THIRD STREET AS DEDICATED ON THE PLAT OF WEST BRAINERD AND THE S'LY EXTENSION THEREOF. THE ABOVE DESC PARCEL INCLUDES PORTIONS OF BLOCK 1 AND FLORENCE STREET ALL IN THE PLAT OF WEST BRAINERD
SECTION 4 TOWNSHIP44 RANGE 31
PID 09198003001A009
310 W LAUREL STREET*

SECTION TWO: This Ordinance shall take effect and be in force one week from and after its publication.

Adopted this 15th day of August, 2016


GARY SCHEELER
President of the Council

Approved this 16th day of August, 2016

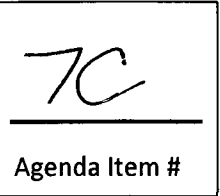

EDWIN L. MENK
Mayor

ATTEST: 
JAMES M. THOREEN
City Administrator

Published: One Time, August 19, 2016



Brainerd City Council Agenda Request



Requested Meeting Date: August 15, 2016

Title of Item: 2nd Reading - Proposed Ordinance No. 1460 - Rezoning of 310 W. Laurel Street

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☒ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☒ Ordinance 2 nd Reading <i>*provide copy of published hearing notice</i>
Submitted by: Mark Ostgarden, City Planner	Department: Planning
Presenter (Name & Title): Same	Estimated Time Needed: 5 minutes
Summary of Issue: KRRCLLP 521 Charles Street, Ste. 210, Brainerd, the property owner at 310 W. Laurel Street, Brainerd where Paradigm Performance Auto Repair is located, has requested rezoning from a B-2 (Neighborhood Business) District to a B-4 (General Commercial) District. The Planning Commission recommended approval. Minutes from the Planning Commission meeting held on July 20, 2016 are attached in draft form. A use matrix is attached that compares uses allowed in B-2 and B-4 Districts. Attached please find proposed Ordinance No. 1460 and the City Planner Staff Report which provides the issue summary, maps and Findings of Fact.	
Alternatives, Options, Effects on Others/Comments: 1. Deny the rezoning which will not permit the parcels to be rezoned. 2. Approve the request which will permit the parcel to be used for B-4 uses.	
Recommended Action/Motion: Please refer to Packet information supporting the following motion: A motion by _____ and seconded by _____ to approve /deny the 2nd reading of proposed ordinance no. 1460 - rezoning property located at 310 W. Laurel Street, Brainerd, MN 56401 from a B-2 (Neighborhood Business) District to a B-4 (General Commercial) District; further to dispense with the actual reading.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☐ Yes ☒ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☐ Yes ☒ No <i>Please Explain:</i>	

**ORDINANCE
NO. 1460**

**AN ORDINANCE AMENDING ORDINANCE NO. 812
PERTAINING TO THE ZONING IN THE CITY OF BRAINERD**

THE CITY COUNCIL OF THE CITY OF BRAINERD DOES ORDAIN:

SECTION ONE: That existing Section 515-04-2 of the Brainerd City Code is hereby amended by changing the zoning designation of the property descriptions below from B-2 (Neighborhood Business) District to B-4 (General Business) District for the following:

*THE S'LY 150 FT OF BNFS RAILWAY COMPANY'S 400 FT ROW, BEING 200 FT WIDE ON EACH SIDE OF SAIDRAILWAY COMPANY'S MAIN TRACT CENTERLINE, AS ORIGINALLY LOCATED AND CONSTRUCTED UPON, OVER AND ACROSS GOVT LOT 7 OF SEC 4 AND GOVT LOT 1 OF SEC 9 ALL IN TWP 133 RNG 28, LYING BETWEEN TWO LINES DRAWN PARALLEL WITH AND DIST RESPECTIVELY 50 FT AND 200 FT S'LY, AS MEASURED AT RIGHT ANGLES FROM SAID MAIN TRACK CENTERLINE BOUNDED ON THE E BY THE W BANK OF THE MISSISSIPPI RIVER, AND BOUNDED ON THE W BY THE E'LY ROW LINE OF SW 4TH STREET AS DEDICATED ON THE PLAT OF WEST BRAINERD, EXCPT THAT PART THEREOF THAT LIES NE'LY OF THE NE'LY LINE OF THIRD STREET AS DEDICATED ON WEST BRAINERD PLAT AND THE S'LY EXTENSION THEREOF. THE ABOVE DESC PARCEL INCLUDES PORT- IONS OF BLOCK 3, THIRD STREET AND FLORENCE STREET, ALL AS DEDICATED ON THE PLAT OF WEST BRAINERD. & ALSO EXCEPT THE FOLLOWING PARCEL; (S'LY 150 FT OF BNSF RAILWAY CO 400 FT WIDE CHARTER ROW BEING 200 FT WIDE ON EACH SIDE OF SD RAILWAY CO MAIN TRACK CNT LINE AS ORIGIN- ALLY LOCATED & CONSTRUCTED UPON OVER & ACROSS GL 7 OF SEC 4 & GL 1 OF SEC 9 TWP 133 RNG 28 LYING BETWEEN 2 LINES DRAWN PARALLEL WITH & DISTANT RESPECTIVELY 50 FT & 200 FT S'LY AS MEASURED AT RIGHT ANG FROM MAIL TRACT C/L BOUNDED ON E BY W BANK OF MISSISSIPPI RIVER & BOUNDED ON W BY E'LY ROW OF SW 4TH STREET AS DEDICATED ON PLAT OF WEST BRAINERD EXC PT THEREOF THAT LIES NE'LY OF SW'LY LINE OF LOT 5 BLOCK 3 WEST BRAINERD & THE SE'LY EXT THERE OF. THE ABOVE DESC PARCELS INCL PT OF BLOCK 3 OF PLAT WEST BRAINERD.) SUBJ TO AN ESMNT OF RECORD
SECTION 4 TOWNSHIP44 RANGE 31
PID 09198001001A009*

and

*THE S'LY 150 FT OF BNSF RAILWAY COMPANY'S 400 FT WIDE CHARTER ROW, BEING 200 FT WIDE ON EACH SIDE OF SAID RAILWAY COMPANY'S MAIN TRACK CENTERLINE, AS ORIGINALLY LOCATED AND CONSTRUCTED UPON, OVER AND ACROSS GOVT LOT 7 OF SEC 4 AND GOVT LOT 1 OF SEC 9, ALL IN TWP 133, RNG 28, LYING BETWEEN TWO LINES DRAWN PARALLEL WITH AND DIST RESPECTIVELY 50 FT AND 200 FT S'LY, AS MEASURED AT RIGHT ANGLES FROM SAID MAIN TRACT CENTERLINE, BOUNDED ON THE E BY THE W BANK OF THE MISSISSIPPI RIVER, AND BOUNDED ON THE W BY THE E'LY ROW LINE OF SW 4TH STREET AS DEDICATED ON THE PLAT OF WEST BRAINERD, EXCEPT THAT PART THEREOF THAT LIES SW'LY OF THE SE'LY LINE OF THIRD STREET AS DEDICATED ON THE PLAT OF WEST BRAINERD AND THE S'LY EXTENSION THEREOF. THE ABOVE DESC PARCEL INCLUDES PORTIONS OF BLOCK 1 AND FLORENCE STREET ALL IN THE PLAT OF WEST BRAINERD
SECTION 4 TOWNSHIP44 RANGE 31
PID 09198003001A009
310 W LAUREL STREET*

STAFF REPORT TO THE PLANNING COMMISSION

July 11, 2016

REZONING

APPLICANT/LOCATION: KRRC LLP 521 Charles Street, Ste. 210, Brainerd, MN 56401
for 310 W Laurel Street, Brainerd, MN 56401

PROPOSED ZONING: B-4 (General Commercial)

AREA: 2.34 acres

CURRENT ZONING: B-2 (Neighborhood Business) District

ADJACENT USES: North: Railroad, Vacant
East: River
South: Mental Health Center, Multi-Family Residential
West: Office

ADJACENT ZONING: North: R-3 (Multi-Family Residential)
East: B-4 (General Commercial) District
South: R-3 (Multi-Family) District
West: B-2 (General Commercial) District

PETITION EVALUATION

1. **The proposed action's consistency with the specific policies and provisions of the official City Comprehensive Plan.**

The Future Land Use Map identifies the property as future Public Semi Public Land Use. This designation was done in 2004 when the property was still owned by the City of Brainerd and the map has not been updated. The site is adjacent to a small multi-family parcel identified as future Medium to High Density Residential Land Use and is zoned R-3. The following land use goal would support the rezoning:

LAND USE GOAL #5: *Support development that enhances community character and identity.*

Support the redevelopment of vacant and abandoned sites within the urban core.

2. **The proposed use's compatibility with present and future land uses of the area.**

There are office uses to the west, southwest across the intersection of Laurel Street and SW 4th Street and north of the BNSF tracks.

B-4 Districts list drive-up restaurants as permitted uses which would have the potential for additional traffic for the area (Restaurants without drive windows are permitted in B-2). B-4 permitted uses should not create compatibility issues for uses north of Laurel Street.

The B-4 District includes conditional uses such as automobile and truck repair, animal hospitals/clinics/kennels and light manufacturing. Such uses have the potential for added noise, odors, and unsightly outdoor storage which could have an impact on the multi-family development to the south of Laurel Street. However, because automobile and truck repair, animal hospitals/clinics/kennels and light manufacturing are conditionally permitted, problems caused by noise, odors, and unsightly outdoor storage can jeopardize a conditional use permit.

Attached is a Zoning Ordinance Use Matrix that lists uses allowed by right, accessory and conditional uses in B-2 and B-4 Districts. This helps clarify the uses that will (will not) be permitted in the proposed rezoning area.

3. **The proposed use's effect upon the area in which it is proposed.**
The property has Mississippi River frontage subjecting it to Shoreland Regulations. The significant one being the land within 300' of the river is subject to a 25% maximum impervious coverage limit. This requirement will limit the size and type of property development. The attached map identifies the limit of the shoreland regulation area on the property.
4. **Traffic generation of the proposed use in relation to capabilities of streets serving the property.**
NW 7th Street is a local street which can accommodate the additional day-to-day traffic of the proposed use as well as the traffic generated by the multi-family dwellings to the north.
5. **The proposed use's impact upon existing public services and facilities including parks, schools, streets, and utilities, and its potential to overburden the City's service capacity.**
None of the uses allowed in the district will have a negative impact on public services and facilities nor will they overburden city services.

PLANNING DEPARTMENT COMMENTS

The property has been an automotive repair business for approximately 7 years initially permitted by conditional use permit. A few years ago we did have a complaint about excessive engine noise, but since then no complaints have been received.

The automotive repair business desires to expand to include a U-Haul rental outlet. I have talked to the business owner and explained that should another use be added, the site needs to be brought into conformance with current regulations. The gravel parking will need to be paved and striped with a properly identified handicapped space and the parking will need to be screened.

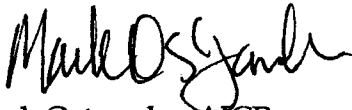
Following is a list of the attached maps and documents:

1. Existing Zoning
2. Existing Land Use
3. Future Land Use
4. Aerial of Site Identifying the 300' Shoreland Regulation Area
5. Zoning Ordinance B-2 and B-4 Use Matrix

PLANNING COMMISSION AND CITY COUNCIL ACTION

The Planning Commission can consider a recommendation on this request at its July 20, 2016 meeting. The City Council can receive the Planning Commission recommendation and can consider an Ordinance First Reading on August 1, 2016 and can consider the Ordinance Second Reading August 15, 2016.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark Ostgarden".

Mark Ostgarden AICP
City Planner

STAFF REPORT TO THE PLANNING COMMISSION

July 11, 2016

REZONING

APPLICANT/LOCATION: KRRC LLP 521 Charles Street, Ste. 210, Brainerd, MN 56401
for 310 W Laurel Street, Brainerd, MN 56401

PROPOSED ZONING: B-4 (General Commercial)

AREA: 2.34 acres

CURRENT ZONING: B-2 (Neighborhood Business) District

ADJACENT USES: North: Railroad, Vacant
East: River
South: Mental Health Center, Multi-Family Residential
West: Office

ADJACENT ZONING: North: R-3 (Multi-Family Residential)
East: B-4 (General Commercial) District
South: R-3 (Multi-Family) District
West: B-2 (General Commercial) District

PETITION EVALUATION

1. **The proposed action's consistency with the specific policies and provisions of the official City Comprehensive Plan.**

The Future Land Use Map identifies the property as future Public Semi Public Land Use. This designation was done in 2004 when the property was still owned by the City of Brainerd and the map has not been updated. The site is adjacent to a small multi-family parcel identified as future Medium to High Density Residential Land Use and is zoned R-3. The following land use goal would support the rezoning:

LAND USE GOAL #5: *Support development that enhances community character and identity.*

Support the redevelopment of vacant and abandoned sites within the urban core.

2. **The proposed use's compatibility with present and future land uses of the area.**

There are office uses to the west, southwest across the intersection of Laurel Street and SW 4th Street and north of the BNSF tracks.

B-4 Districts list drive-up restaurants as permitted uses which would have the potential for additional traffic for the area (Restaurants without drive windows are permitted in B-2). B-4 permitted uses should not create compatibility issues for uses north of Laurel Street.

The B-4 District includes conditional uses such as automobile and truck repair, animal hospitals/clinics/kennels and light manufacturing. Such uses have the potential for added noise, odors, and unsightly outdoor storage which could have an impact on the multi-family development to the south of Laurel Street. However, because automobile and truck repair, animal hospitals/clinics/kennels and light manufacturing are conditionally permitted, problems caused by noise, odors, and unsightly outdoor storage can jeopardize a conditional use permit.

Attached is a Zoning Ordinance Use Matrix that lists uses allowed by right, accessory and conditional uses in B-2 and B-4 Districts. This helps clarify the uses that will (will not) be permitted in the proposed rezoning area.

3. **The proposed use's effect upon the area in which it is proposed.**
The property has Mississippi River frontage subjecting it to Shoreland Regulations. The significant one being the land within 300' of the river is subject to a 25% maximum impervious coverage limit. This requirement will limit the size and type of property development. The attached map identifies the limit of the shoreland regulation area on the property.
4. **Traffic generation of the proposed use in relation to capabilities of streets serving the property.**
NW 7th Street is a local street which can accommodate the additional day-to-day traffic of the proposed use as well as the traffic generated by the multi-family dwellings to the north.
5. **The proposed use's impact upon existing public services and facilities including parks, schools, streets, and utilities, and its potential to overburden the City's service capacity.**
None of the uses allowed in the district will have a negative impact on public services and facilities nor will they overburden city services.

PLANNING DEPARTMENT COMMENTS

The property has been an automotive repair business for approximately 7 years initially permitted by conditional use permit. A few years ago we did have a complaint about excessive engine noise, but since then no complaints have been received.

The automotive repair business desires to expand to include a U-Haul rental outlet. I have talked to the business owner and explained that should another use be added, the site needs to be brought into conformance with current regulations. The gravel parking will need to be paved and striped with a properly identified handicapped space and the parking will need to be screened.

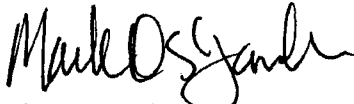
Following is a list of the attached maps and documents:

1. Existing Zoning
2. Existing Land Use
3. Future Land Use
4. Aerial of Site Identifying the 300' Shoreland Regulation Area
5. Zoning Ordinance B-2 and B-4 Use Matrix

PLANNING COMMISSION AND CITY COUNCIL ACTION

The Planning Commission can consider a recommendation on this request at its July 20, 2016 meeting. The City Council can receive the Planning Commission recommendation and can consider an Ordinance First Reading on August 1, 2016 and can consider the Ordinance Second Reading August 15, 2016.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Mark Ostgarden', written in a cursive style.

Mark Ostgarden AICP
City Planner

Lori Turkowski

From: Mark Ostgarden
Sent: Friday, August 16, 2013 8:55 AM
To: Lori Turkowski
Subject: FW: Paradigm Performance 310 W. Laurel Street

Is this in the property file?

From: Kevin Close [mailto:kevin@closeconverse.com]
Sent: Tuesday, August 13, 2013 3:50 PM
To: Mark Ostgarden
Cc: al74cuda@gmail.com; Rod Converse; Chris Close
Subject: RE: Paradigm Performance 310 W. Laurel Street

Mark,

We have received your email regarding your concerns at Paradigm Performance.

I have visited with Al and Joell and we will call soon and set an appointment to discuss this with you.

The purpose of the meeting would be to review the approval process again with you and go through your requests as outlined in your email.

I know that Al and Joell are working hard to run a good successful business and they want to make sure they are good neighbors.

Have you had any verbal or written complaints from anyone in the neighborhood?

We appreciate the job you do as our city planner. While I do not know the normal protocol you follow on a complaint or a concern, we wish we could have addressed this first with you to see if we could have satisfied those concerns before involving the entire Council, Mayor, and the City Attorney.

We look forward to working with you to get this resolved.

Thank you,

Kevin

Kevin L. Close

Close~Converse

COMMERCIAL & PREFERRED PROPERTIES

521 Charles Street ~ P.O. Box 327 ~ Brainerd, MN 56401

Phone: (218) 828-3334 ~ Fax: (218) 828-4330

Cell: (218) 831-3077

We respect your time and attempt to offer information of value to you and your business. If you do not wish to receive future messages, email remove@closeconverse.com with "remove" in the subject line.

From: Mark Ostgarden [<mailto:mostgarden@ci.brainerd.mn.us>]
Sent: Tuesday, August 13, 2013 10:54 AM
To: Kevin Close; Chris Close
Cc: Theresa Goble; Thomas Fitzpatrick
Subject: Paradigm Performance 310 W. Laurel Street

Good morning gentlemen. Earlier this year I met with Kevin and Paradigm Performance owner Al Schmidt to discuss the expansion of the business into the rest of the building. It was my impression the expansion was for storage and the retail area did not expand. Based on this I said that an amendment to the CUP for the original business activity was not needed. What was occurring would not intensify the use.

When the business began it was explained as a specialty automotive garage for performance race car work. Over time it appears the operation has expanded into a specialty AND general automotive repair business. I have observed:

1. An auto mechanic on duty sign.
2. More vehicles parked on the property.
3. The north side of the building becoming a storage area for trailers and large vehicles.
4. The grass area along Laurel Street being used to display vehicles.

Recently the City Council approved 2 automotive business related applications. One on Oak Street and 1 on S. 6th Street. In both instances improvements to the property were required. Both locations have paving requirements and S. 6th Street has some landscaping/screening requirements.

Based on the increased business activity I am concerned that I should not have agreed to permit the additional use without a CUP amendment. The property use is to the point that the business locations mentioned above could question why their approval process and requirements do not apply to Laurel Street.

I need to ask that:

1. Vehicles cannot be displayed on the Laurel Street grass.
2. No mechanic on duty sign display.
3. Vehicles that are not employee vehicles driven to work on a daily basis on the north side of the building need to be removed.

4. Verification that the space taken over by Paradigm earlier this year is being used only for storage.

Thank you. If you have any questions let me know.

Mark

Cc: Mayor and City Council



City Council Agenda Request

MEETING DATE: October 7, 2024

TITLE OF ITEM: Direction on Active Code Enforcement Cases

AGENDA: SPW Committee

ACTION REQUESTED: Direction Requested

SUBMITTED BY: James Kramvik, Community
Development Director

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community
Development Director

ESTIMATED TIME (MIN): 5 min

SUMMARY OF ISSUE:

Section 320 of the City Code dictates that violations of the City Code shall, after receiving a notice of violation, be issued up to three administration citations for non-compliance. Once three citations have been issued, the violation shall be brought before the Safety & Public Works Committee for review. The Committee shall then make a recommendation to the City Council as to how to proceed with enforcement of the violations. Staff is bringing two (2) properties before the Committee for review. Staff is looking for direction from the Council as to how to proceed with the cases.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

Attached are the case files for:

608 9th St N
1812 Oak St

Section 320, action that could be taken against these properties include:

- 1) Continued administrative citations for an amount determined by the City Council
- 2) Abatement of the offense (depending on the type of offense)
- 3) Legal action (at the recommendation of the City Attorney depending on the type of the offense)
- 4) Cease corrective action

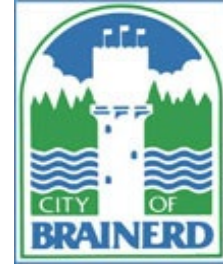
RECOMMENDED ACTION/MOTION:

Staff recommends obtaining a search warrant and abating the tree at 608 9th St N.

Staff recommends obtaining a search warrant and abating the garbage/junk/debris at 1812 Oak St.

FINANCIAL IMPACT: N/A

MEMO



TO: Mayor and City Council
FROM: James Kramvik, Community Development Director
DATE: October 7th, 2024
RE: Recommendations for Active Code Enforcement Cases

Staff recommends the following actions for the active code enforcement cases brought before the City Council:

- **608 9th St N – Dead/Hazardous Tree**
 - Received one (1) Notice of Violation Letter 8/31/23
 - Last Violation Letter 9/6/24

Staff attempted to work with the property owner and gave an extension for the tree removal, as he believed he could find a tree removal company. Staff have not heard from the property owner after the last letter was sent. The tree is a hazard to neighboring properties.

Staff recommends obtaining a search warrant and abating the tree.

- **1812 Oak St – Garbage/Junk/Debris**
 - Received one (1) Notice of Violation Letter 9/4/24 and three (3) Citations
 - First citation 9/12/24 – Third Citation 10/3/24
 - \$600 in open citations

Staff recommends obtaining a search warrant and abating the garbage/junk/debris.

Running Summary of Actions Taken

1005 3rd Ave NE – Administrative warrant received, and property was abated 5/4/23 - junk and debris - \$825 in open fines to be assessed.

915 Laurel Street – Administrative warrant received 5/30/23. Abated 6/9/23 - \$1,925 in open fines to be assessed.

1306 Oak Street – Immediate \$300 fine for garbage – Administrative warrant received 5/23/23. Abated 6/2/23.

1306 Oak Street – Repeat grass issue – Immediate \$300 fine and immediate abatement for long grass/weeds took place 6/2/23.

1201 Norwood – Repeat grass issue – Immediate \$300 fine and immediate abatement for long grass/weeds took place 6/2/23.

924 7th Ave NE – Repeat grass issue – Immediate \$300 fine and immediate abatement for long grass/weeds took place 6/2/23.

408 2nd Ave NE – Repeat grass issue – Immediate \$300 fine and immediate abatement for long grass/weeds took place 6/2/23.

1113 Rosewood St – Administrative warrant received, and property was abated for garbage and junk/debris/blight 6/22/23.

924 7th Ave NE – 3rd citation for tree limbs, brush pile sent to property owner – abated 6/30/23.

1812 Oak St – Administrative warrant received, and property was abated for garbage and junk/debris 7/26/23.

1306 Oak Street – Immediate \$300 fine for garbage – received administrative warrant 8/14/23 to abate garbage. Abated 8/21/23.

1306 Oak Street – Received administrative warrant 8/14/23 to abate broken fence. Abated 8/21/23.

412 J St NE – Requested administrative warrant 8/18/23 to abate junk/debris. Abated 8/23/23.

1113 Rosewood St – Immediate \$300 fine for garbage - requested administrative warrant 8/1; 8/28 to abate garbage. Abated 9/5/23.

609 11th Ave NE – Sent final 10-day letter to correct 8/22/23. Will obtain an administrative search warrant to abate after the deadline if no action. Requested warrant 9/12/23. Abated 10/2/23.

PID 41191502 – exterior structure - Issuing \$300 citation each month thru 12/1/2023. \$1,800 open citations. Recheck in May 2024.

PID 41241233 and 301 9th St S – Sent 10-day letters to correct 8/22/23. Will work on abatement after that deadline if no action has been taken. Issue has been resolved.

1623 Emma St – Requested administrative search warrant to abate 9/6/23. Resident resolved-no abatement needed.

1005 3rd Ave NE– Requested administrative search warrant to abate 9/6/23. Abated 9/29/23.

915 Laurel St– Requested administrative search warrant to abate 9/6/23. Abated 9/26/23.

823 Willow St – Issuing \$300 citation monthly for non-licensed rental. Requested legal action from City Attorney 9/6/23.

701 4th St SW– Issuing \$300 citation monthly for non-licensed rental. Requested legal action from City Attorney 9/6/23. The property owner has submitted an application for a short-term rental to be heard at Planning Commission 12/20/23.

1424 8th St S – Requested administrative search warrant to abate 9/19/23. Property owners complied-no abatement needed.

15284 Beaver Dam Rd – Issuing \$300 citations for non-licensed rental. Have been working with the tenants who signed a lease with the property owner. Property manager applied for and received a Rental License on 12/5/23.

303 J St NE – Issuing a \$300 citation each month until the fence is corrected.

1306 Oak St – Repeat garbage issue. Obtained warrant 11/16/23 to abate the garbage.

1113 Rosewood St. – Repeat garbage issue. Obtained warrant 11/22/23 to abate the garbage.

319 9th St N. – Sent 10-day letter of abatement 11/21/23. Warrant was received due to non-compliance on 12/8/23. The vehicle was towed 12/11/23.

1306 Oak St – Repeat garbage issue. Obtained warrant 02/06/24 to abate the garbage.

804 19th St SE – Obtained administrative warrant and abated junk/debris 3/21/2024.

1017 10th Ave NE – Obtained administrative warrant and abated junk/debris 3/22/2024.

1420 Quince St – Administrative warrant to abate junk/debris received 5/6/2024. Owner removed junk and debris.

1424 8th St S – Final 10-day letter sent to property owner for junk/debris 5/7/2024 prior to administrative warrant. Owner complied prior to abatement. No action taken.

1119 13th St SE – Final 10-day letter sent to property owner 5/7/2024 for unlicensed/inoperable vehicles. Property owner paid the fines and will have everything cleaned up by June 1st. Reinspection scheduled for June 3rd. Owner complied, and the case was closed.

813 Holly St. – Final 10-day letter sent to the property owner for animal feces 5/7/2024 – no action needed, as owner complied and cleaned up. Another nuisance letter went out 5/16/2024 with action needed again to clean up dog feces. Owner was told that they need to address the issue every two days.

1306 Quince St – Sent 10-day final letter 6/18 for abatement; Issued was resolved by mortgage company.

918 4th Ave NE – Sent letter of monthly citations 6/18 until resolved.

401 Holly – Requested administrative warrant to abate the outdoor storage issue 6/18. Homeowner removed items under tarp.

523 Grove St – Spoke to homeowner – submitting a remodel permit. Reinspection September 1st.

319 9th St N. – Abated junk/debris and hazardous materials 7/8/24

401 4th Ave NE – Homeowner took care of the issues – no action taken

408 2nd Ave NE – Obtained a warrant on 7/17/24 to abate the Japanese Knotweed.

813 Holly St – Repeat offense animal feces. Issued a letter to owner of abatement and requesting an administrative warrant to abate.

917 7th St S – Long grass will be abated.

1701 Maple St – Property owner trying to evict

September 06, 2024

COOK, ANDREW
608 9TH ST N
BRAINERD, MN 56401

Dear Property Owner(s),

As a part of the City's effort to maintain a safe urban forest and practice sound management of trees within the boulevards of the City and on private property, the City regularly inspects trees within the boulevards and on private property for disease and inspects per City Code Section 1400 – Tree Disease Control.

On 08/31/2023 a tree located on your property at 608 9TH ST N was inspected and determined to be diseased, dead or hazardous. The tree was then tagged for removal with Tag Number . Due to the tree being diseased or dead, the weakened condition of the tree poses a potential threat to public health, safety, and welfare. City Code Section 1400 directs the City Tree Inspector to tag trees that could potentially harm the public or harm other native trees near the tree that was tagged. The property owner is required to remove such tree if diagnosed as diseased, dead or hazardous by the Tree Inspector.

Pursuant to the letter dated 08/31/2023, you were asked to remove this tagged tree by 09/20/2023.

As no action was taken to remove this tree, the city intends to remove this tagged tree with city or contracted forces. Because the tree is located on your private property, I enclosed a form granting the City permission to enter your property to inspect and remove the tagged tree.

The cost of removal will be assessed against your property per Minnesota Statute Section 429.101. Enclosed is an Agreement of Assessment and Waiver of Notice of Hearing, Hearing, Irregularity and Appeal. Please sign and return these documents within 10 days from the date of this letter to the address below. By signing this waiver, the property owner waives the rights to an assessment hearing and appeal under Minnesota Statute Chapter 429. By signing this waiver, you are allowing the City to assess for the costs of removal of the tree to your property taxes over a period of time (not to exceed 10 years) at an interest rate deemed appropriate by the City Council. If you do not sign this waiver, the City will initiate the assessment process and you will be given the opportunity to speak at a public hearing. The enclosed waiver and permission to enter private property may be returned to:

City of Brainerd
501 Laurel Street
Brainerd, MN 56401

Please do not hesitate to call me with any questions or concerns.

Sincerely,



James Kramvik
Tree Inspector
218-828-2307

August 31, 2023

COOK, ANDREW
608 9TH ST N
BRAINERD, MN 56401

Dear Property Owner(s),

As a part of the City's effort to maintain a safe urban forest and practice sound management of trees within the boulevards of the City and on private property, the City regularly inspects trees within the boulevards and on private property for disease under the conditions set forth in City Code Section 1400 – Tree Disease Control.

On 08/31/2023, a tree located on your property at 608 9TH ST N or on the boulevard was inspected and determined to be diseased, dead or hazardous. The tree was then tagged for removal with Tag Number (No tag present inaccessible for tagging). Due to the tree being diseased, dead or hazardous, the weakened condition of the tree poses a potential threat to public health, safety, and welfare. City Code Section 1400 directs the City Tree Inspector to tag trees that could potentially harm the public or harm other native trees near the tree that was tagged. The property owner is required to remove such tree if diagnosed as diseased, dead or hazardous by the Tree Inspector.

Pursuant to City Code Section 1400.15, this tree is a hazard or nuisance and must be removed within 20 days. That date is 09/20/2023.

Please act to remove this diseased, dead or hazardous tree and vegetation as to not adversely affect the immediate safety of the public or other living trees in the area.

Upon the expiration of the 20-day period, the Tree Inspector will re-visit the site of the tagged tree to ensure that the tree has been removed and properly disposed of. If no action has been taken, the city may act by removing the tree with City or contracted forces. The cost of such removal will be assessed against the property in which the tree is located per Minnesota Statute section 429.101. The Tree inspector will notify you if the City intends to pursue removal of the tree.

Thank you for your immediate attention and cooperation. Please do not hesitate to call if you have questions about this notice.

Sincerely,

Dylan Edwards
City Tree Inspector
218-454-3409





This citation charges you with one or more violations of the
Property Maintenance Code, Ordinance No. 1338

THIS IS THE ONLY NOTICE YOU WILL RECEIVE

Administrative Citation

Department of Building Safety – 218-828-2307

EN24-0564

Date of Violation: 10/03/2024

Parcel ID: 41300814

Violator(s): GOTTWALT, MATTHEW & ERICA
6571 160TH AVE
ROYALTON, MN 56373

Location/Address of Violation: **1812 OAK ST**

VIOLATION

Section	Subdivision, Chapter or Article	Fine
IPMC 308	Garbage	\$300.00

If the owner fails to correct the nuisance within the timeframe stipulated in the first notice, the City of Brainerd shall cause such action to correct such nuisance by means of, but not limited to, cutting grass or collecting garbage or junk. The expense thereof shall be billed to the property owner and shall constitute a lien upon such realty. An Administrative Citation is separate and in no way defrays the expense of correcting the nuisance.

Citation Amount Due: \$300.00

Payment Due By: 30 Days from Date of Violation

**Payment may be presented in person or by way of First Class Mail in the form of cash, check or money order, payable to:
City of Brainerd, submitted to the Department of Building Safety, City Hall - 501 Laurel Street; Brainerd, MN 56401.**

Re-inspection Date: 10/13/2024

For uncorrected or continued violations, the City may correct the violation and assess the charges for doing so.

An additional citation will be issued if the violation is not corrected by the re-inspection date.

Failure to pay the fine will result in it being assessed against the property as provided in Minnesota Statute 429.

Unpaid fines, including an administrative charge of \$25.00 plus interest of the total balance, will be assessed against the property of the owner charged with the violation.

When a citation is issued, you must correct the violation and pay the fine. If you decide to contest the violation, you may request a hearing, responding within 10 days from the date of the citation issuance. The purpose of a hearing is to determine whether or not a violation(s) of the city code existed. If you request a hearing and the citation stands, you will be responsible for the hearing costs and fines as determined by the hearing officer as well as correction of the violation. If the citation is contested and a hearing is scheduled, a notice will be mailed to you with the date/time/location of the hearing. If you cannot attend on the scheduled date or wish to request the Hearing Officer be removed from the case, you must do so no later than 15 days prior to the date of the hearing. A new hearing date will be set and another notification will be sent to the party contesting the citation.

Representative: Jason Stockinger, Building Inspector

Date: 10/03/2024

Representative's Signature: 

(served via first class mail)



September 04, 2024

GOTTWALT, MATTHEW & ERICA
6571 160TH AVE
ROYALTON, MN 56373

ORDER TO CORRECT ADMINISTRATIVE VIOLATION

Dear Property Owner(s),

Brainerd residents have consistently expressed that clean, well-maintained residential neighborhoods and commercial districts are a high priority. Maintaining these areas has proven to increase property values, provide a higher standard of living, and promotes community pride. A code violation was observed on the property described below. Understanding that you might not be aware of what the City codes require, I am sending you this courtesy notice to give you an opportunity to correct this matter.

Property Address: 1812 OAK ST
Real Estate Code: 41300814

Violation: Garbage
IPMC308

Description: Exterior property and premises, and the interior of every structure, shall be free from any accumulation of rubbish or garbage. Garbage is defined as the animal and vegetable waste created from the preparation and consumption of food. Occupants are responsible for properly disposing of their garbage by either using a garbage disposal (if available) or by placing the waste in approved garbage storage containers.

Corrective action is required; seven (7) days are allowed from the date of this letter.

To review City Codes on the web, go to www.ci.brainerd.mn.us/153/City-Code.

Action should be taken on or before 09/11/2024

Per the above-mentioned code section and City Code 320 – Administrative Citations, failure to comply with this ordinance will result in citation(s) according to the following schedule:

1st Citation - \$100.00 | 2nd Citation - \$200.00 | 3rd Citation - \$300.00

After the issuance of three (3) citations, the offense shall be brought before the Safety & Public Works Committee for determination of further action to correct the violation. Such actions may include but are not limited to abatement, issuance of further administrative citations in an amount determined by the Committee, or legal action. The determination of the Safety & Public Works Committee shall then be referred as a recommendation to the City Council for final approval.

If you are unable to make the corrections by the date above or believe this violation is in error, please call this office to discuss or make other arrangements. Office hours are 7:30 to 4:30, Monday through Friday. **Feel free to contact Housing Inspector Jason Stockinger at 218/454-3416 if you have questions.**

Respectfully,
By Order of:
THE CITY OF BRAINERD





City Council Agenda Request

MEETING DATE: October 7, 2024

TITLE OF ITEM: Accept Resignation of Tad Johnson from the Public Utilities Commission

AGENDA:

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY:

DEPARTMENT: Administration

PRESENTER:

ESTIMATED TIME (MIN):

SUMMARY OF ISSUE:

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION:

FINANCIAL IMPACT:

From: [Nick Broyles](#)
To: [Toni Gage](#)
Subject: FW: BPU Resignation
Date: Monday, September 30, 2024 9:40:20 AM
Attachments: [image001.png](#)

Toni,

Can you save Tad Johnson's note below as a PDF and upload to the CC agenda?

Thanks!

Nick



Nick Broyles | City Administrator
City of Brainerd | 501 Laurel Street Brainerd MN 56401
218-828-2307 | nbroyles@ci.brainerd.mn.us

From: Dolly Matten <dollymatten@gmail.com>
Sent: Friday, September 27, 2024 4:33 PM
To: Nick Broyles <nbroyles@ci.brainerd.mn.us>
Subject: Fwd: BPU Resignation

You don't often get email from dollymatten@gmail.com. [Learn why this is important](#)

Dolly Matten

Begin forwarded message:

From: Dolly Matten <dollymatten@gmail.com>
Date: September 24, 2024 at 8:41:21 PM CDT
To: Tad Johnson <tad.f.johnson@gmail.com>
Cc: dbadeaux@ci.brainerd.mn.us
Subject: Re: BPU Resignation

Tad,

Thank you for the notice. I know the decision was not made lightly. I would like to extend a sincere word of gratitude for your years of service on the commission. You're a "walking wealth" of knowledge and your efforts on the

board have certainly enriched policy and operations. We are all better for having had the privilege of working with you.

Thank you for the countless hours you invested (often beyond the regularly scheduled meeting) to ensure the success and improvement of our utilities. You have certainly made a lasting impact.

Thank you.

Dolly Matten

On Sep 24, 2024, at 4:33 PM, Tad Johnson
<tad.f.johnson@gmail.com> wrote:

Mayor Badeaux & BPU Commission President Dolly,

I am officially resigning my position as a BPU Commissioner.
Thank you for the opportunity to serve the City these last 6 years.

If you allow, I will continue to serve as Commissioner until you find a suitable replacement. Let me know when my resignation is accepted.

Tad Johnson



City Council Agenda Request

MEETING DATE: October 7, 2024

TITLE OF ITEM: Adopt Resolution to Dissolve the Parking Commission

AGENDA: Main

ACTION REQUESTED: Adopt Resolution

SUBMITTED BY: James Kramvik, Community
Development Director

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community
Development Director

ESTIMATED TIME (MIN): 5 min.

SUMMARY OF ISSUE:

The Parking Commission was re-established as an Ad Hoc Committee on July 6, 2020 in order to develop a Parking Plan and make recommendations to the City Council. The Commission developed The Parking Plan and presented it to the City Council in a workshop on October 25, 2021. The City Council made recommendations for revisions and The Parking Plan 2.0 was presented at the February 22, 2022 City Council meeting.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Based on the motion by the City Council at the September 16, 2024 meeting, it is staff's recommendation to acknowledge the accomplishments of the Commission and to dissolve the Commission until a time at which the City Council deems it necessary to re-establish it.

RECOMMENDED ACTION/MOTION:

Adopt the attached resolution acknowledging and applauding the accomplishments of the Parking Commission and dissolving the Commission until a time at which the City Council deems it necessary to re-establish it.

FINANCIAL IMPACT:

RESOLUTION NO. XX:24

RESOLUTION DISSOLVING THE PARKING COMMISSION

WHEREAS, the City Council re-established the Parking Commission as an Ad Hoc committee on July 6, 2020; and,

WHEREAS, the Parking Commission was instrumental in the development of the The Parking Plan and The Parking Plan 2.0 in providing recommendations and options for the City Council; and,

WHEREAS, the volunteer members of the Parking Commission have faithfully served the Brainerd community; and,

WHEREAS, the Parking Commission has not been assigned new tasks by the City Council;

WHEREAS, the City Council motioned to dissolve the Parking Commission at the September 16, 2024 meeting; and,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Brainerd, Minnesota, that the accomplishments of the Parking Commission are recognized and applauded, and the Commission is dissolved until a time at which the City Council deems it necessary to re-establish the Ad Hoc commission.

Adopted this 7th day of October 2024

KELLY BEVANS
President of the Council

Approved this 8th day of October 2024

DAVE BADEAUX
Mayor

ATTEST: _____
NICHOLAS W. BROYLES
City Administrator



City Council Agenda Request

MEETING DATE: October 7, 2024

TITLE OF ITEM: Direct Staff to Provide Information Regarding the Brainerd Lakes Regional Airport (BLRA)

AGENDA: Main

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Jeff Czczok, Councilmember

DEPARTMENT: Administration

PRESENTER: Jeff Czczok, Councilmember

ESTIMATED TIME (MIN): 5 minutes

SUMMARY OF ISSUE: Councilman Czczok is requesting the full Council to direct staff to gather data regarding staff support to the BLRA and report their findings back to the Council.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Specifically, Councilman Czczok is requesting the following.

1. The Finance Director, Human Resource Director, and the IT Director perform work which directly benefits BLRA.
2. As we work to determine the roles of Crow Wing County and the City of Brainerd relative to BLRA, data regarding the number of hours and associated employee costs for the time that each employee spends in support of the BLRA in their monthly and yearly duties would be helpful.
3. The work HR does varies from year to year based on employee negotiations and other variables. The work IT does is reimbursed through a shared services agreement, and the work Finance does also varies based on grant dollars and various projects.
4. While the work IT does is reimbursed, spending employee time working on BLRA facilities takes away from their time to work exclusively on the City of Brainerd facilities. This can delay City facility projects.

RECOMMENDED ACTION/MOTION: Motion to (1) request the approximate time and associated expenses from each city department to obtain an average cost to Brainerd taxpayers for the work that City employees perform for the BLRA, (2) request council minutes where direction was given to staff to perform HR services for BLRA employees, and (3) request a copy of the IT shared services agreement with the BLRA and associated dollar amounts and hours to do the work since the agreement was initiated.

Councilman Czczok would like staff to present the above to Council within a month's time.

FINANCIAL IMPACT: Unknown

From: [Jeff Czczok](#)
To: [Nick Broyles](#)
Cc: [Kris Schubert](#); [Connie Hillman](#); [Shawn Strong](#); [Toni Gage](#)
Subject: Agenda Request: Time is Money
Date: Wednesday, September 25, 2024 11:57:22 AM

Greetings, Nick,

Please include this as an item for the 10/07/2024 council meeting.

My recommendation is to have council direct staff to bring back the information identified in the items below and/or any other related items.

Thanks, Jeff

Time is money:

City staff including the Finance Director, Human Resource Director and Information Technology Director perform work directly benefiting the Brainerd Lakes Regional Airport. As we move forward to determine the roles Crow Wing County and the City of Brainerd take on to best represent and work together in the interest of all taxpayers, it would be helpful to know the expenses related to the number of hours and associated employee costs for the time each of the City's employees spend assisting the BLRA in their monthly and yearly duties. It is known that the work HR does varies from year-to-year based on employee negotiations and other variables and the work IT does is reimbursed through the shared services agreement and the finances can also vary based on grant dollars and various projects. The work IT does is reimbursed, however, spending employee time working on BLRA facilities takes away time for IT to work exclusively on City of Brainerd facilities and can mean those projects on city IT facilities have to wait.

Requesting the approximate time and associated expenses from each city department to gain on average the cost to Brainerd taxpayers for the work City employees perform for the BLRA.

Requesting council minutes where direction was given to staff to perform HR services for the BLRA employees.

Requesting a copy of the IT Shared Services Agreement with the BLRA and associated dollar amounts and hours to do the work since agreement was initiated.

Information provided to council within a month or sooner if possible



City Council Agenda Request

MEETING DATE: October 7, 2024

TITLE OF ITEM: Consider Variance Request for 1306 Chicago Ave - Duplex

AGENDA: Main

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: James Kramvik, Community Development Director

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community Development Director

ESTIMATED TIME (MIN): 5 min

SUMMARY OF ISSUE:

The variance request is to adjust the property line, to split PID#'s 41250957 and #41250959 into two equal parcels in order to construct a duplex. A variance is required as the proposed parcels would exceed the lot maximum frontage of 60' and would be under the minimum lot size requirement of 5,000 SQFT. The proposed building would also require a variance from the front yard setback.

As proposed, the building is set back 13 feet from the front yard property line with a distance of 20 feet from the garage. A 20-foot driveway is sufficient to park a vehicle. This variance request, if approved, would create a greater separation from the neighboring structure and allow for the proposed duplex to maintain a 20-foot rear yard setback.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

Commission Comments

Commissioner Norwood: Due to the practical difficulty of not being able to front load on 13th Street, he indicated he would be in favor of recommending approval of the variance.

Commissioner Gorham: He stated this is a classic example of infill which is very good.

The Planning Commission unanimously recommended approval with staff conditions.

RECOMMENDED ACTION/MOTION:

Approve the variance requests with the following conditions:

1. Contingent upon a property maintenance and party wall agreement provided by the applicant and submitted to the city attorney for his review and comment. Legal review fees incurred by the City are to be paid by the developer.
2. Staff approves final elevation drawings consistent with Section 515-4 General Building Development and Design Standards prior to issuance of the building permit

FINANCIAL IMPACT: N/A

MEMO



TO: Planning Commission

FROM: James Kramvik, Community Development Director

DATE: September 18th, 2024

RE: Consider Variance Request for a Duplex at 1306 Chicago Ave

REQUEST

PUBLIC HEARING. Variance request is to adjust the property line, to split PID#'s 41250957 and #41250959 into two equal parcels in order to construct a duplex. A variance is required as the proposed parcels would exceed the lot maximum frontage of 60' and would be under the minimum lot size requirement of 5,000 SQFT. The proposed building would also require a variance from the front yard setback.

With a variance, the property can be split administratively pending approval of a property maintenance and party wall agreement provided by the applicant and submitted to the city attorney for his review and comment. The agreement shall ensure the maintenance and upkeep of the structure and the lots to meet minimum city standards. The agreement is to be filed with the Crow Wing County recorder's office as a deed restriction against the title of each unit lot.

CONTEXT

Parcel Number: 41250957 and 41250959

Zoning District: Traditional Neighborhood 1 (TN-1) District

Property Area: Approximately 4,374 SQFT each

Adjacent Uses:
North: Residential Duplex
East: Empty Lot
South: Residential Duplex
West: Residential Single-Family home

Adjacent Zoning:
North: TN-1 (Traditional Neighborhood 1) District
East: TN-1 (Traditional Neighborhood 1) District
South: TN-1 (Traditional Neighborhood 1) District
West: TN-1 (Traditional Neighborhood 1) District



AERIAL MAP

FINDINGS OF FACT – VARIANCE

1. The property at 1306 Chicago Ave., Brainerd, MN 56401 is in a TN-1 (Traditional Neighborhood 1) District. Zoning Ordinance [515-3 Allowed Uses. Appendix A: Table of Uses](#) allows for duplexes as a permitted use in the TN-1 District.
2. [Table 515-2-8.1. TN-1 Dimensional Standards – Density, Lot Size, Coverage and Height Standards](#)
 - a. Lot Size (minimum) – 5,000 SQFT (Requesting 4,374 SQFT)
 - b. Lot Frontage (range) – 50-60' (Requesting 62.5')
 - c. Density (range) – 4-9 DU/AC
 - d. Front Yard Setback (range) – 20' minimum/30' maximum (Requesting 13')
 - e. Side Yard Setback – 5'/15' corner
 - f. Rear Yard Setback – 20'
 - i. *The proposed parcels would be split into two equal parcels with a 62.5-foot lot width and a lot size of 4,374 square feet.*
 - ii. *The applicant is also requesting a variance from the front and rear yard setbacks. As proposed, the building is set back 13 feet from the front yard property line with a distance of 20 feet from the garage. A 20-foot driveway is sufficient to park a vehicle.*
 1. *Note: If the duplex were to be constructed on one parcel, the southern property line would become the side yard property line rather than the rear property line and would only require a 5-foot setback. This variance request, if approved, would create a greater*

separation between the two structures and allow for the proposed duplex to maintain a 20-foot rear yard setback.

3. [Table 515-4-12.3 Parking Space Minimum](#)

- a. Attached Single-Family Dwellings, Accessory Dwelling Units, Multi-Family and Manufactured Homes within Manufactured Home Parks: Studios = one (1) space per dwelling unit and two (2) bedrooms = two (2) spaces per dwelling unit.
 - i. *Each proposed unit would have one off-street parking space in the garage and one space in the driveway. This satisfies the requirement for each two-bedroom unit.*

4. [Section 515-5-4.B.3](#), General Provisions and Evaluation Criteria. – Variances shall only be permitted:

- a. When they are in harmony with the general purposes and intent of the ordinance and:
 - i. The TN-1 Zoning District is intended to provide a compact, pedestrian-oriented mix of residential uses. This district reinforces the existing pattern of small, connected lots, blocks and streets and supports future development or redevelopment that is consistent with this pattern.
 - 1. *Zoning Ordinance [515-3 Allowed Uses. Appendix A: Table of Uses](#) allows for duplexes as a permitted use in the TN-1 District. The consolidation of an unusable parcel of land will help create greater residential density in the neighborhood.*
- b. When the variances are consistent with the Comprehensive Plan.
 - i. Housing: Goal 1: “Provide a diverse mix of housing choices for all stages of life, income ranges, and ownership/rental preferences.” Policy 2: Expand home ownership and rental opportunities through rehabilitation and new construction. Policy 5: “Ensure an adequate supply of quality and affordable housing units for current and future residents.”
 - 1. *The proposed duplex will immediately be a rental and will help increase the supply of quality affordable housing units in Brainerd. By allowing the property split, the parcel may provide home ownership opportunities in the future.*

- c. Variances may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the Zoning Ordinance.

5. [Section 515-5-4.B.4](#), Variances may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the Zoning Ordinance.;

- a. The plight of the landowner is due to circumstances unique to the property not created by the landowner; and
 - i. *Parcel 41250957 is 1,750 square feet and is unusable for construction. The combination of the two parcels allows for the construction of a single level duplex with an attached garage.*
 - ii. *Due to the proximity of wetland to the east of the property, it would not be in the best interest of the developer to build a split-level house.*
 - iii. *The setback variance request is the result of this property being on the corner of a major thoroughfare in Brainerd. The developer originally proposed the driveway coming off 13th Street SE. The City Engineer did not approve the plan*

as the driveway would be placed too close to the intersection. The building was then orientated to face Chicago Avenue.

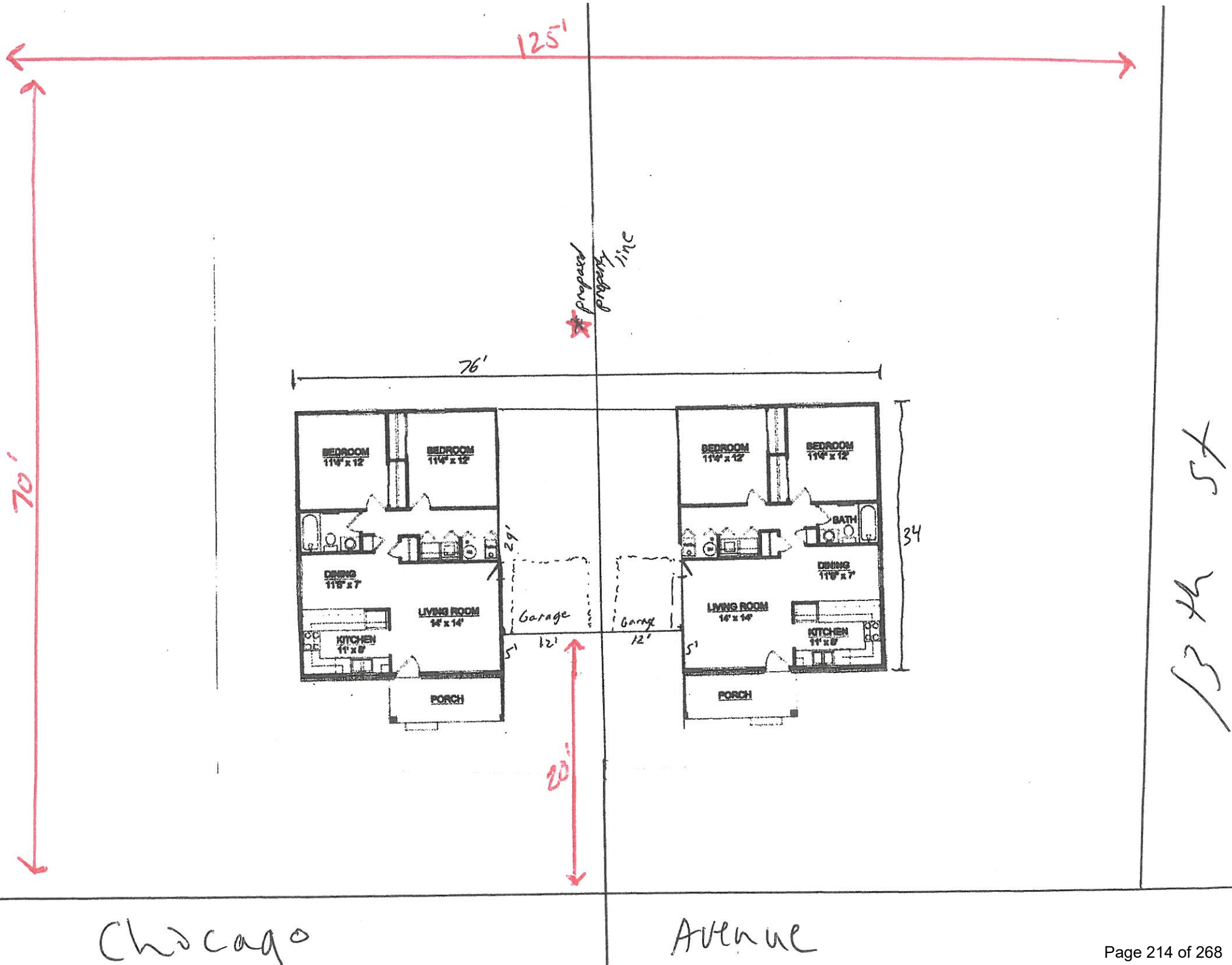
- b. The variance, if granted, will not alter the essential character of the locality.
 - i. *This variance, if granted, will not substantially alter the character of the locality as their other duplexes on the adjacent properties.*
 - c. Economic considerations alone do not constitute practical difficulties. Practical difficulties include, but are not limited to, inadequate access to direct sunlight for solar energy systems.
 - i. *In this case, the practical difficulties are not an economic consideration alone. The developer originally proposed a front-loaded duplex off 13th St SE but was denied after a conversation with the City Engineer. The building would have been able to meet setbacks with the original plan.*
6. [Section 515-5-4. B.5](#), The Commission may impose conditions in the granting of variances. A condition must be directly related to and must bear a rough proportionality to the impact created by the variance.
- a. *Staff recommends approval of the variance requests contingent upon a property maintenance and party wall agreement provided by the applicant and submitted to the city attorney for his review and comment. Legal review fees incurred by the City are to be paid by the developer.*

As of this writing, a member of the public contacted the Community Development Department regarding this request and had no concerns.

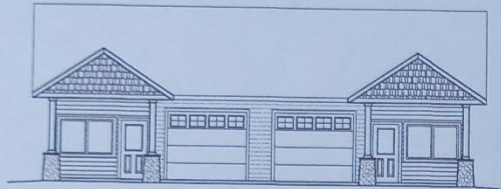
STAFF RECOMMENDATION

Staff recommends approval of the variance requests with the following conditions:

- 1) contingent upon a property maintenance and party wall agreement provided by the applicant and submitted to the city attorney for his review and comment. Legal review fees incurred by the City are to be paid by the developer.
- 2) Staff approves final elevation drawings consistent with Section 515-4 General Building Development and Design Standards prior to issuance of the building permit.



13th St



1 PRELIMINARY NORTH ELEVATION
3/16" = 1'-0" ON 24 X 36 PAPER



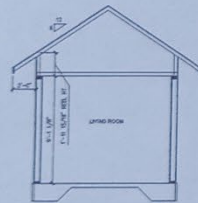
2 PRELIMINARY WEST ELEVATION
3/16" = 1'-0" ON 24 X 36 PAPER



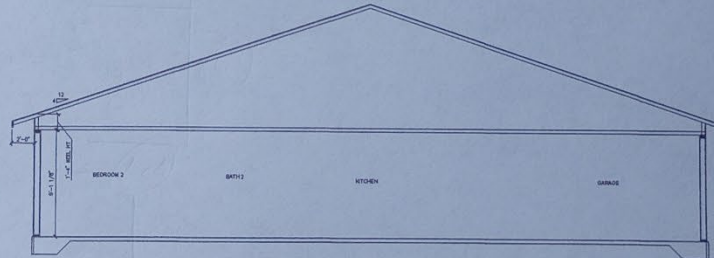
3 PRELIMINARY SOUTH ELEVATION
3/16" = 1'-0" ON 24 X 36 PAPER



4 PRELIMINARY EAST ELEVATION
3/16" = 1'-0" ON 24 X 36 PAPER



5 PRELIMINARY SECTION
1/4" = 1'-0" ON 24 X 36 PAPER



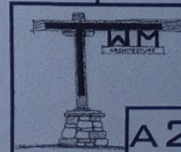
6 PRELIMINARY SECTION
1/4" = 1'-0" ON 24 X 36 PAPER

PRELIMINARY ONLY
NOT FOR CONSTRUCTION

7-12-24
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION
OR REPORT WAS PREPARED BY ME OR UNDER MY
SUPERVISION AND THAT I AM A LICENSED ARCHITECT
UNDER THE LAWS OF THE
STATE OF MINNESOTA
DATE: 7-12-24
L.I.C. # 45743
TRAVIS MILLER

PETRIE DUPLEX PROJECT

1306 CHICAGO AVE.
BRainerd, MN



A2

©TMM ARCHITECTURE COPYRIGHT 2024



Community Development Department

City Hall – 501 Laurel Street Brainerd, MN 56401

218-828-2307

www.ci.brainerd.mn.us

CONDITIONAL USE/REZONING/VARIANCE APPLICATION

	RESIDENTIAL	COMMERCIAL
CONDITIONAL USE PERMIT	☐ (\$350.00)	☐ (\$500.00 + \$500.00 escrow deposit)
REZONING	☐ (\$350.00)	☐ (\$500.00)
VARIANCE	☒ (\$350.00)	☐ (\$500.00 + \$500.00 escrow deposit)
ZONING TEXT AMENDMENT	☐ (\$250.00)	☐ (\$400.00)

PROPERTY ADDRESS: 1306 Chicago Av. Brainerd

LEGAL DESCRIPTION: Lot(s): _____ Block: _____ Addition: _____
(attach description if lengthy)

Property Owner Name: Daniel & Jennifer Petrie

Street Address: 4284 Sandbar Trl City: Brainerd State: MN Zip Code 56401

Phone Number: 218-252-0439 Fax: _____ E-mail: firestarhomeimprovements@yahoo.com

Applicant Name: (If different than Property Owner) _____

Street Address: _____ City: _____ State: _____ Zip Code: _____

Phone Number: _____ Fax: _____ E-mail: _____

Description of Request: We are requesting to move the property line over to split PID # 41250957 and PID # 41250959 in two equal parcels of land.
Also requesting a variance from front & rear yard setbacks.

[Signature]
Property Owner Signature

6-27-24
Date

Dan Petrie Jen Petrie
(Please print name)

[Signature]
Applicant Signature

Date

(Please print name)

(OVER)

NOTICE OF HEARING

TO WHOM IT MAY CONCERN:

Notice is hereby given that Daniel & Jennifer Petrie, 4284 Sandbar Trl, Brainerd has submitted a request for variances at 1306 Chicago Ave., Brainerd, MN 56401 to adjust the property line, to split PID#'s 41250957 and #41250959 into two equal parcels in order to construct a duplex. A variance is required as the proposed parcels would exceed the lot maximum frontage and would be under the minimum lot size requirement. The proposed building would require variances from the front and rear yard setbacks. The properties included in this application are described as:

*Davis Addition to the City of Brainerd
Lot 14 Block 9 and Lot 10 Block 9
Parcel #: 41250957 and # 41250959
Section 025, Township 045, Range 031*

The property is located in a TN-1 District (Traditional Neighborhood 1).

A copy of the proposed site plan is on file for review at the Community Development Department.

A Public Hearing will be conducted by the Brainerd Planning Commission at 6:00 p.m. Wednesday, September 18, 2024, in the Council Chambers at Brainerd City Hall, 501 Laurel Street, to consider the Conditional Use Permit request.

Any individual needing special accommodations or would like more information about this request, please call (218) 828-2307.

Dated this 5th day of September, 2024



James L. Kramvik
Community Development Director

Publication Date: September 7, 2024





City Council Agenda Request

MEETING DATE: October 7, 2024

TITLE OF ITEM: Direct Staff to Draft an Ordinance Pertaining to Crypto-Mining and Similar Uses

AGENDA: Main

ACTION REQUESTED: Ordinance

SUBMITTED BY: James Kramvik, Community Development Director

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community Development Director

ESTIMATED TIME (MIN): 5 min

SUMMARY OF ISSUE:

City Council approved Ordinance 1572 at the September 16th City Council meeting which prohibits outdoor storage for crypto-mining facilities, data centers, AI centers, and similar uses. The ordinance went into effect on September 28th.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

There are continuing concerns in the community and surrounding areas regarding crypto-mining facilities and similar uses. The Planning Commission has this item listed on their yearly itinerary work list and may be working on a crypto-mining ordinance after completing a design standards ordinance. The design standards ordinance was chosen from the itinerary due to concerns about some infill residential projects not conforming to the neighborhood. The EDA also recommended, as part of the design standards discussion, that the Commercial Corridor district along Washington Street should be examined to possibly allow mixed-use development.

A potential crypto-mining ordinance would provide a list of requirements in the allowed use section of the zoning code, potentially make crypto-mining a conditional use permit, and determine which zoning districts it would be allowed in.

Note: BPU contracts are approved for two facilities at 25 megawatts and BPU Commission members have stated at past meetings that they are not interested in selling additional power for crypto-mining.

RECOMMENDED ACTION/MOTION:

Option 1: Direct staff to immediately begin working on a crypto-mining ordinance to present to the Planning Commission.

Option 2: Direct staff to work on a crypto-mining ordinance after completion of the Design Standards Ordinance.

FINANCIAL IMPACT: N/A



City Council Agenda Request

MEETING DATE: October 7, 2024

TITLE OF ITEM: Discussion on Just for Krypto

AGENDA: Main

ACTION REQUESTED: Discussion Item

SUBMITTED BY: James Kramvik, Community
Development Director

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community
Development Director

ESTIMATED TIME (MIN): 5 min

SUMMARY OF ISSUE:

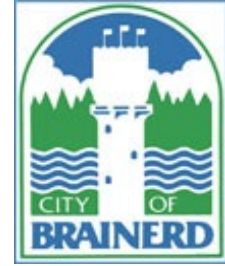
Staff created a report to explain the differences between the zoning reviews for Just for Krypto and VCV as well as highlighting past practices with contiguous parcels.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: See Memo

RECOMMENDED ACTION/MOTION: Discussion item only

FINANCIAL IMPACT: N/A

MEMO



TO: Mayor and City Council

FROM: James Kramvik, Community Development Director

DATE: October 7th, 2024

RE: Discussion on Just for Krypto

JUST FOR KRYPTO FACILITY – 1640 KITTY HAWK CT

The Just for Krypto Facility consists of three contiguous parcels with two warehouse structures and ten outdoor mining containers. The north building is utilized for offices, open air miners with industrial fans, and immersion miners. The south building is utilized for storage. As indicated in the attached survey, the parcels are contiguous and can be considered one property. Brainerd staff has historically not required properties to consolidate for building or land use purposes.

Parcel Numbers: 41310503, 41310514, 41310510
Zoning District: General Industrial (GI)
Property Area: 10.68 Acres

North Building: 30,707 SQFT
South Building: 10,075 SQFT
Storage Area: 37,230 SQFT

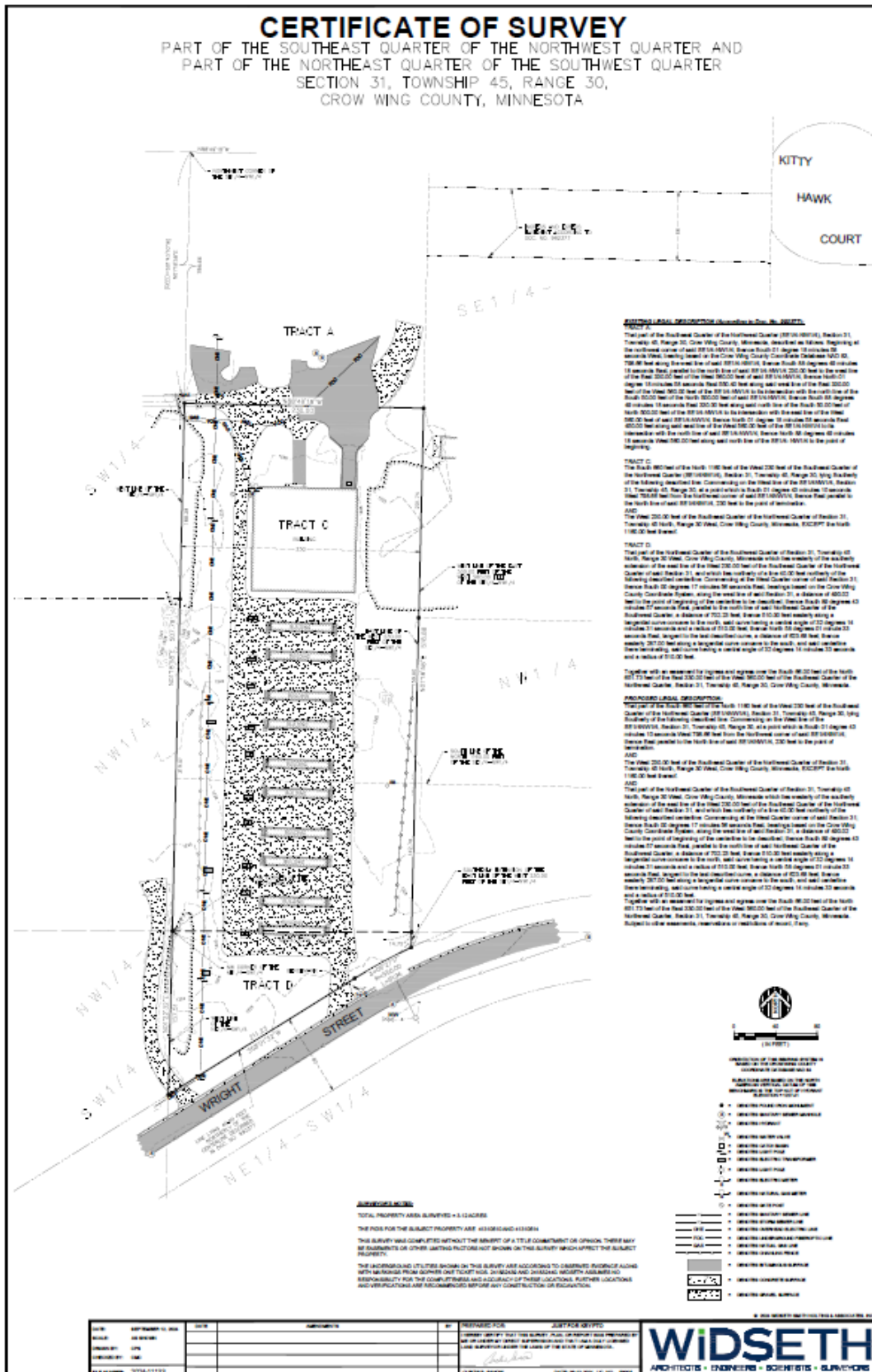
According to Section 515-3-30 Outdoor Storage - The ratio of storage area to building footprint shall not exceed three and one-half to one (3.5:1). Crypto mining is considered manufacturing and can be done in outdoor storage containers as long as the storage area is less than 3.5 times the size of the building. Manufacturing and outdoor storage as an accessory use are permitted uses in the General Industrial Zoning District.

The north building has a total footprint area of 30,707 square feet which would allow for a total of 107,475 square feet of outdoor storage area. The storage area for the outdoor miners is currently 37,230 square feet. Just for Krypto is compliant with zoning regulations and the existing outdoor crypto mining is considered legally non-conforming. After the passage of Ordinance 1572, an ordinance prohibiting outdoor storage for crypto mining and similar uses, the facility will not be allowed to expand outdoors.

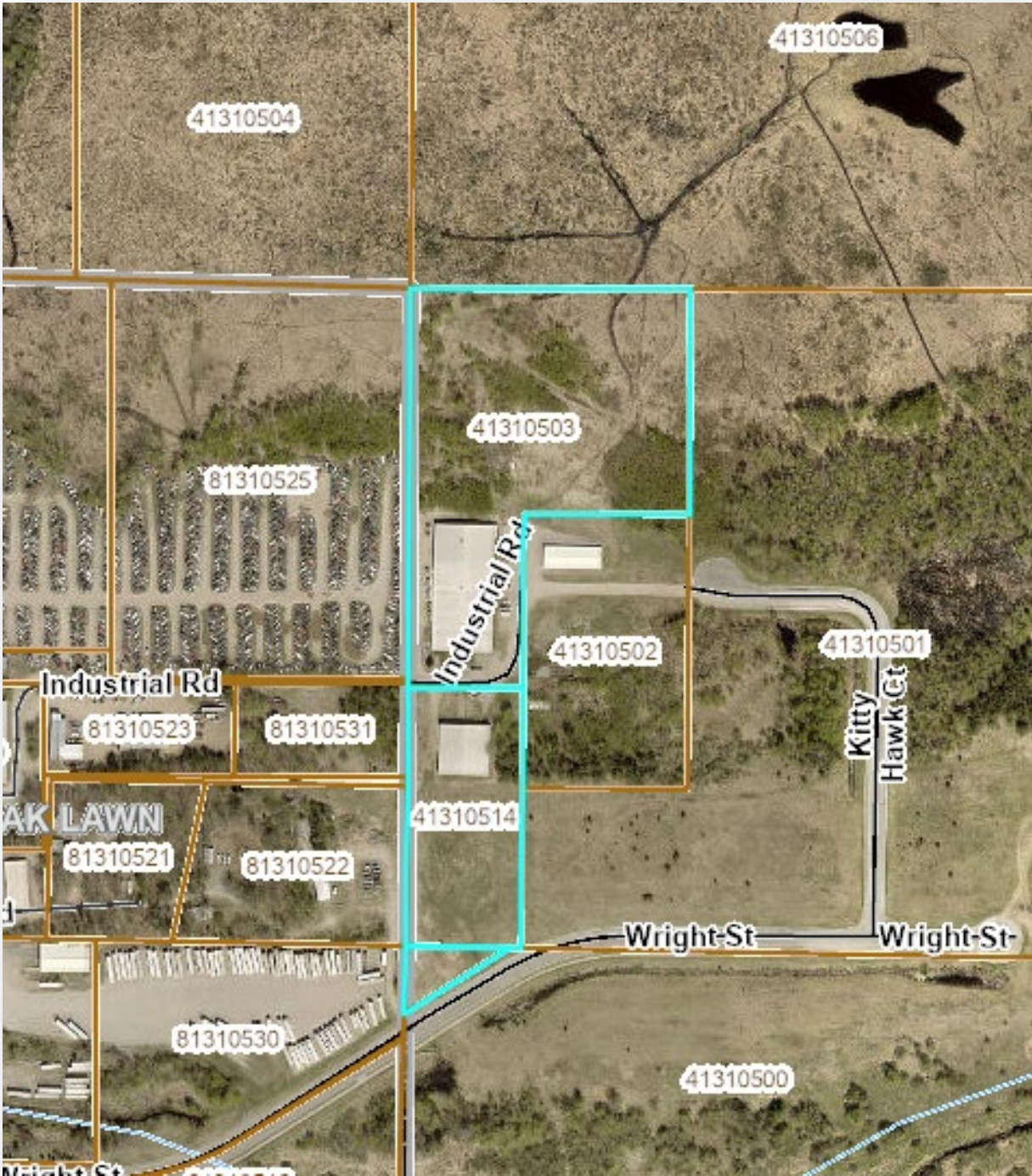
As indicated in the letter to Just for Krypto, they will not be able to sell the parcels individually as the southern parcel has not been approved for crypto mining as a primary use.

CERTIFICATE OF SURVEY

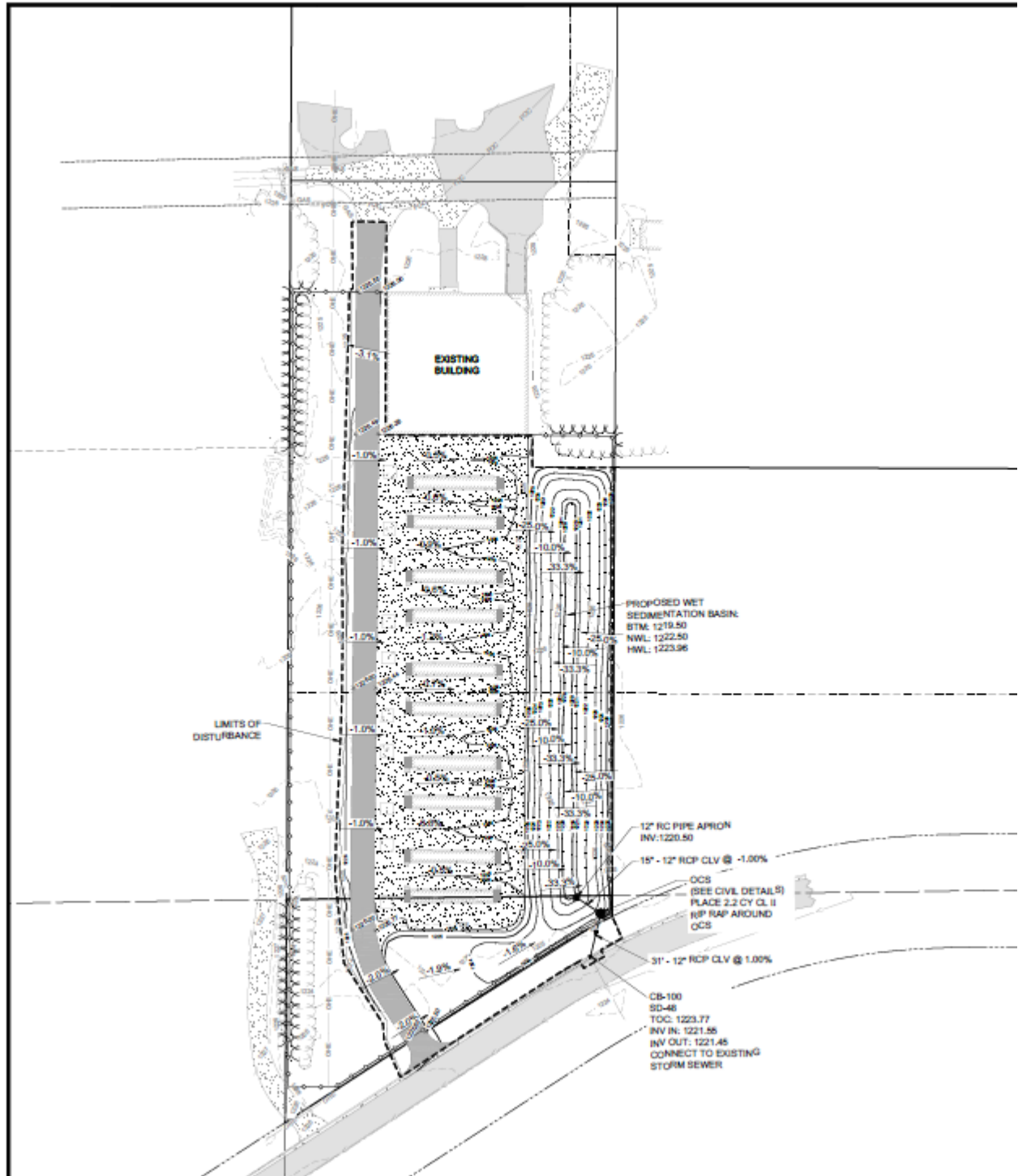
PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND
PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER
SECTION 31, TOWNSHIP 45, RANGE 30,
CROW WING COUNTY, MINNESOTA



JUST FOR KRYPTO AERIAL MAP



JUST FOR KRYPTO GRADING AND SITE PLAN



PROPOSED VCV OUTDOOR FACILITY – 1918 THIESSE DRIVE

VCV proposed to change to the minimum improvements for 1918 Thiesse Drive. The proposed change includes twenty-six (26), forty (40) foot containers that house the data machines using immersion technology with cooling towers located on top of the containers. The building, parking area, fencing, landscaping, and overall layout did not change from the original design.

Parcel Numbers: 41060508
Zoning District: General Industrial (GI)
Property Area: 1.2 Acres

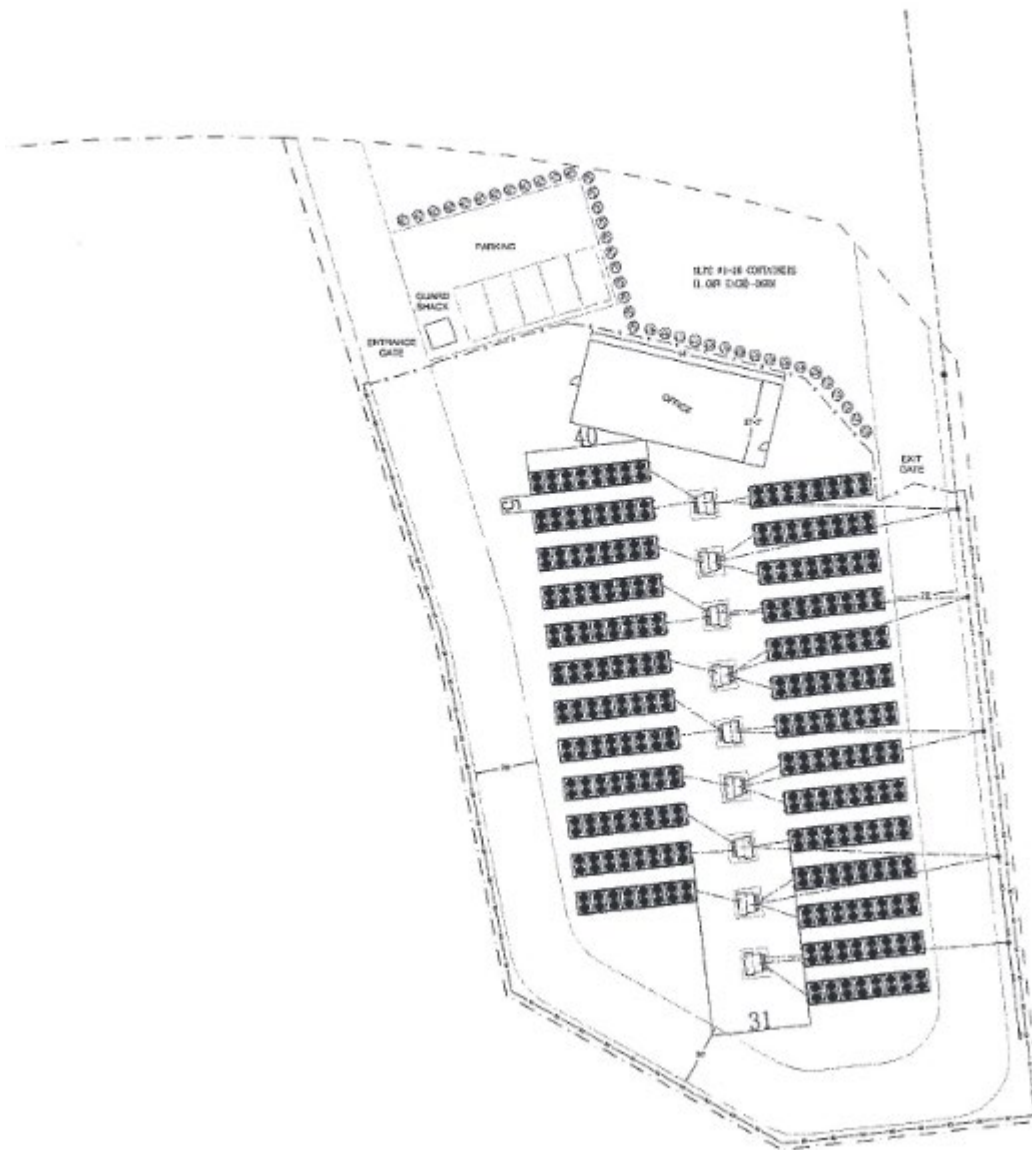
Building: 1,760 SQFT
Storage Area (Est): 17,800 SQFT

According to Section 515-3-30 Outdoor Storage - The ratio of storage area to building footprint shall not exceed three and one-half to one (3.5:1). The building has a total footprint area of 1,760 SQFT which would allow for a total outdoor storage area of 6,160 square feet. VCV's proposed plan included an estimated 17,800 square feet of outdoor storage area which required them to apply for an Interim Use Permit for outdoor storage as a principal use. The request was denied by City Council. A building is not currently constructed on 1911 Thiesse Drive. If a building was present on 1911 Thiesse Drive, the footprint area could not be counted towards the outdoor storage area for 1918 Thiesse Drive because the parcels are not contiguous/ touching.

AERIAL MAP



PROPOSED VCV OUTDOOR FACILITY SITE PLAN



APPENDIX: PAST PROJECTS THAT DID NOT REQUIRE CONSOLIDATION

Harrison Elementary School Remodel – 2019 CUP

The Conditional Use permit was approved on April 1st 2019. The school district also requested an alley vacation and to rezone some properties from B-2 Neighborhood Business District to a R-2 Medium Density Residential District. ISD 181 was not required to re-plot the property and was issued a building permit for an addition, parking lot, and playground. Since the parcels were contiguous, all setbacks were treated as though it was one property.



Brainerd High School Remodel – 2019 CUP

The purpose of the project was to construct an addition to the school building including an addition to the school building, remodel of existing building, and construction of new parking, new pool, auxiliary gym, and performing arts center. The conditional use permit did not require the applicants to consolidate and re-plot the property.



St. Francis Church – 2018 CUP

The project included a 10,800 square foot addition that had a 6,600 sq. ft. main level and a 4,200 sq. ft lower-level expansion. The addition was for office, meeting rooms and church gatherings. Phase two was a parking lot expansion. The conditional use permit did not require the applicants to consolidate and re-plat the property. The property was considered contiguous when reviewing setbacks from property lines.



First Lutheran Church

The project included a 13,382 square foot addition for a new fellowship hall and kitchen, as well as additional classrooms, office, and storage space. A portion of the alley was vacated to allow for the church expansion. The conditional use permit did not require the applicants to consolidate the property. The property was considered contiguous when reviewing setbacks from property lines.



September 23, 2024

Kitty Hawk Properties LLC
5972 Ojibwa Rd.
Brainerd, MN 56401



www.ci.brainerd.mn.us

To whom it may concern,

Staff became aware of a major expansion to your crypto-mining facility along Wright Street and Kitty Hawk Ct in the Spring of 2024. The work that was completed required a land use review and grading permit prior to construction commencement. All permits required to rectify prior work will be charged a double fee rate. After review, staff has approved your site plan for the facility that was submitted on 8/26/24 which includes a paved road and privacy screening. This is not an approval of the grading plan.

Parcels 41310503, 41310514, and 41310510 are contiguous and can therefore be treated as one property concerning setbacks and use. The outdoor data mining containers are allowed as outdoor storage as an accessory use to your principal structure. According to Section 515-3-30 of the Zoning Code, the ratio of storage area to building footprint shall not exceed three and one-half to one (3.5:1). The primary structure that contains offices and other types of crypto mining technology is approximately 30,700 SF. The outdoor storage area depicted in the proposed site plan is approximately 37,200 SF which is well within the required ratio for outdoor storage as an accessory use.

City Council recently passed Ordinance 1572 which prohibits outdoor storage for crypto mining and similar uses. This ordinance will go into effect on September 28th. Going forward parcels 41310503, 41310514, and 41310510 must remain contiguous to meet the required standards for outdoor storage as accessory use. The use can continue as designed and will be considered legal non-conforming. Future expansion will not be permitted and if the properties were sold to different parties, the outdoor use must discontinue.

Please contact the Community Development Department at 218-828-2307 if you have any further questions.

Sincerely,

James L. Kramvik
Community Development Director

CC: Property File



City Council Agenda Request

MEETING DATE: October 7, 2024

TITLE OF ITEM: First Reading - Proposed Ordinance 1574 - Fee Schedule

AGENDA: Main

ACTION REQUESTED: Ordinance

SUBMITTED BY: James Kramvik, Community Development Director

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community Development Director

ESTIMATED TIME (MIN): 5 min

SUMMARY OF ISSUE:

City Council codified the City's fee schedule in December 2023 by passing Ordinance 1562. Ordinance 1562 organized all fees listed in the City Code and centralized them in one location. The majority of the Fire Department fees were not added to the fee schedule in 2023 as they are not located in the City Code. The proposed update includes the Fire Department Fees and other fee increases/decreases recommended by staff.

BUILDING

1. Set permit fees for residential inspections such as roofs, siding, and furnaces were increased by the number of inspections required for each permit and charged at a rate of \$50.00 per inspection.

PLANNING & ZONING DEPARTMENT

1. The department is recommending the yearly annual fee for food trucks be reduced from \$300 to \$50 plus a \$75 annual inspection by the Fire Department. The Brainerd fee for food trucks has been a deterrent to food truck operators in the area. Businesses enjoy bringing in food trucks for special events and occasions to celebrate grand openings and sales. Staff believe this will be a benefit to local businesses.
2. The PUD fee has been significantly increased as it is the most time-consuming land use process in the department. Staff recommends increasing the escrow to pay for legal fees related to the development agreement.
3. Staff recommends including a fee for inquiries about the sale of City property. The proposed \$1,000 escrow will be applied to the appraisal fee.

FIRE DEPARTMENT

1. The Fire Department recommends increasing most set fees by \$25.00. A spreadsheet is attached to this agenda request showing all proposed increases.
2. After performing the inspections for the large school projects, the department recommends using a construction valuation permit fee for fire suppression testing.

ENGINEERING DEPARTMENT

1. The department is recommending an increase in sewer tap fees and excavation fees.
2. Added a ROW Obstruction Permit for \$50 and an Excavation/Obstruction Delay Penalty of \$100 each 30 days beyond permit requirements.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

At the September 16th City Council meeting, the Council directed staff to draft an amended fee schedule ordinance as presented.

RECOMMENDED ACTION/MOTION:

Conduct the first reading of Proposed Ordinance 1574 and dispense with the actual reading.

Note: A vote to dispense with the actual reading of the ordinance must be unanimous.

Option: The proposed ordinance does not require a public hearing. However, City Council could motion to set a public hearing on November 4th and conduct the second reading. If there is no public hearing, the second reading will be conducted on October 21st.

FINANCIAL IMPACT: N/A

**ORDINANCE
NO. 1574**

**AN ORDINANCE AMENDING SECTIONS 421 UNIFORM FIRE CODE, 1000 APPENDIX A
FEE SCHEDULE, 1000 APPENDIX B FEE SCHEDULE**

THE CITY COUNCIL OF THE CITY OF BRAINERD DOES ORDAIN:

SECTION ONE: Amendments to the Minnesota State Fire Code – Section 4210.5 of the City Code is hereby amended as indicated, with deleted language struck out and new language underlined:

Subd. 5. Section 105.1.1 of the 2015 Minnesota State Fire Code is hereby replaced in its entirety with the following language:

2) The fees for such permits, if any, shall be in an amount set forth in Section 1000 Appendix A: Fee Schedule ~~the City's Fee Schedule as adopted by City Council resolution from time to time.~~

SECTION TWO: Additional Fire Department Fees - Section 421.06 is hereby amended as indicated, with deleted language struck out and new language underlined:

Subd. 4. The fees for services under this section, if any, shall be in an amount set forth in Section 1000 Appendix A: Fee Schedule ~~the City's Fee Schedule as adopted by City Council resolution from time to time.~~

1015.09 Permit Fees. The fees and charges for the various permits required by this Code ~~are set forth in this Subsection~~ are set forth in Section 1000 Appendix A: Fee Schedule.

SECTION THREE: Section 1000 General Provisions - Section 1000 Appendix A: Fee Schedule (Exhibit A) is hereby amended as indicated, with deleted language struck out and new language underlined:

SECTION FOUR: Section 1000 General Provisions - Section 1000 Appendix B: Fee Schedule (Exhibit B) is hereby amended as indicated, with deleted language struck out and new language underlined:

SECTION FIVE: This ordinance shall take effect and be in full force one week from and after its publication.

Adopted this _____ day of _____, 2024

KELLY BEVANS
President of the Council

Approved this _____ day of _____, 2024

DAVE BADEAUX
Mayor

ATTEST: _____
NICHOLAS W. BROYLES
City Administrator

Published: One Time – _____

1000 GENERAL PROVISIONS APPENDIX A: FEE SCHEDULE

EXHIBIT A

Building Dept	Residential	Commercial
Building Permit Fee	Valuation (refer to Appendix B)	Valuation (refer to Appendix B)
Plan Review Fee	65% of Building Permit Fee	65% of Building Permit Fee
Decks	Valuation (refer to Appendix B)	N/A
Accessory Structure	Valuation (refer to Appendix B)	Valuation (refer to Appendix B)
Re-Roofing per structure	\$70-\$99 + \$1 State Surcharge	Valuation (refer to Appendix B)
Re-Siding per structure	\$70-\$99 + \$1 State Surcharge	Valuation (refer to Appendix B)
Solar PV Panels	\$80-\$99 + \$1 State Surcharge	Valuation (refer to Appendix B)
Weatherization	Valuation (refer to Appendix B)	Valuation (refer to Appendix B)
Windows/Doors Replacement	\$80-\$99 + \$1 State Surcharge	Valuation (refer to Appendix B)
Manufactured (HUD) Installation	\$250 + \$1 State Surcharge	N/A
Modular/Manufactured Home Foundation	Valuation (refer to Appendix B)	N/A
Mechanical-New	\$120-\$149 + \$1 State Surcharge	Valuation (refer to Appendix B)
Mechanical-Remodel	\$80-\$99 + \$1 State Surcharge	Valuation (refer to Appendix B)
Furnace/Boiler/AC/Fireplace	\$40-\$49 + \$1 State Surcharge	\$75 + \$1 State Surcharge
Garage Heater	\$40-\$49 + \$1 State Surcharge	\$75 + \$1 State Surcharge
Roof Top Unit	N/A	\$150 + \$1 State Surcharge
Plumbing-New	\$120-\$149 + \$1 State Surcharge	Valuation (refer to Appendix B)
Plumbing-Remodel	\$80-\$99 + \$1 State Surcharge	Valuation (refer to Appendix B)
Water Heater Replacement	\$40-\$49 + \$1 State Surcharge	\$75 + \$1 State Surcharge
Water Softener	\$40-\$49 + \$1 State Surcharge	N/A
Contractor Registration	\$50 (exempt for State Licensed BC)	\$50
SAC Fee (Sewer Access Charge)	\$1,900 / New Home	\$1,900 / E.R.C.
WAC Fee (Water Access Charge)	\$1,400 / New Home	\$1,400 / E.R.C.
Re-Inspection Fee	\$70 per inspection	\$70 per inspection
E911 Addressing Fee	\$75	N/A
Certificate of Occupancy Inspection	N/A	\$75 per inspection
Demolition	\$50	Valuation (refer to Appendix B)
Planning & Zoning Dept	Residential	Commercial
Fence	\$50	\$50
Sign – Permanent	N/A	Valuation (refer to Appendix B) \$35 minimum
Sign – Temporary(portable)	N/A	\$35/3 months
Conditional Use Permit	\$350	\$500 + \$500 Escrow
Interim Use Permit	\$350	\$500 + \$500 Escrow
Variance Permit	\$350	\$500 + \$500 Escrow
Rezoning Permit	\$350	\$500
Administrative Subdivision (property split, consolidation, or boundary line adjustment)	\$100	\$100
Administrative Zoning Permit	\$35	\$35
Bee Keeping Permit	\$60 initially/\$20 annual renewal	N/A
Chicken/Duck Permit	\$60 initially/\$20 annual renewal	N/A
Food Truck Permit	N/A	\$300-\$50 annually + \$50 Parks or \$50 day
Preliminary Plat/Final Plat	\$500 + \$30 per lot + \$1,000 Escrow	\$600 + \$50 per lot + \$1,000 Escrow
Planned Unit Development (PUD)	\$350-\$1,000 + \$1,000-\$2,000 Escrow	\$500-\$1,500 + \$1,000-\$2,000 Escrow
Temporary Seasonal Sales	N/A	\$25/short term or \$150/long term
Zoning Compliance Letter	\$40-\$50	\$40-\$50
Zoning Text Amendment	\$250	\$400
Planning & Zoning Dept (cont'd)	Residential	Commercial

1000 GENERAL PROVISIONS APPENDIX A: FEE SCHEDULE

EXHIBIT A

Park Dedication	\$500/single dwelling per buildable lot \$500/double or multi dwelling per unit		\$1,000 per acre or 5% of the fair market value of the subdivision as set forth by valuation fee schedule, whichever is greater.	
Public Right-of-Way Entranceway Sign	\$500		N/A	
Special Meeting	\$200		\$400	
Comprehensive Plan & Zoning Appeals	\$100		\$100	
<u>City Property Sale Inquiry</u>	<u>\$1,000 escrow for appraisal fee</u>		<u>\$1,000 escrow for appraisal fee</u>	
Rental Housing	Annual Fee June 1 st – May 31 st			
Per Unit Annually	\$50 per unit			
1-5 Units Annually	\$50 per unit			
6-12 Units	\$45 per unit			
13+ Units	\$40 per unit			
Registration Late Fee (July 1-31) (August 1 st - property placarded as non-licensed rental)	Double the per unit fee			
Operating without a Designated Agent in 50-mile radius	\$100 per unit per month			
Operating without Valid Rental License	\$250 per unit per month			
Tenant Complaint based inspection	\$100 each complaint			
Engineering Dept	Residential		Commercial	
Sewer Tap Fee	\$40 <u>\$50</u>		\$70 <u>\$75</u>	
Excavation Fee	\$45 <u>\$50</u>		\$70 <u>\$75</u>	
Curb Cut	\$35		\$35	
Billboards	N/A		\$75	
Street Vacation	\$150		\$150	
<u>Right of Way Obstruction Permit</u> <u>Excavation/Obstruction Delay Penalty</u>	<u>\$50</u> <u>\$100 each 30 days beyond permit requirements</u>			
Sanitary Sewer				
Consumption-Based Monthly Charge	2024	2025	2024	2025
	\$1.37 / 1,000 gal	\$1.34 / 1,000 gal	\$1.37 / 1,000 gal	\$1.34 / 1,000 gal
Fixed Monthly Sewer Charges	2024 Meter Size		2024 Fixed Monthly Customer Charge	
	¾"		\$6.55	
	1"		\$14.00	
	1½"		\$19.85	
	2"		\$36.25	
	3"		\$56.25	
	4"		\$105.00	
	6"		\$140.00	
	2025 Meter Size		2025 Fixed Monthly Customer Charge	
	¾"		\$7.05	
	1"		\$15.00	
	1½"		\$21.10	
Fixed Monthly Sewer Charges	2024 Meter Size		2024 Fixed Monthly Customer Charge	
	2"		\$37.50	
	3"		\$57.50	
	4"		\$105.00	
	6"		\$140.00	
Storm Sewer	2024	2025		
	\$4.60	\$5.30		

1000 GENERAL PROVISIONS APPENDIX A: FEE SCHEDULE

EXHIBIT A

Fire Dept	
<u>Sprinkler System Installation</u>	<u>\$100 + \$1.00 per head up to 25 heads</u>
<u>Fire Sprinkler Testing Permit</u>	<u>\$225</u>
<u>Annual Fire Inspections and Follow-up Inspections</u>	<u>\$75</u>
<u>Annual Fire Safety Inspections and Follow-up Inspections</u>	<u>\$125</u>
<u>Birthday Party</u>	<u>\$40</u>
<u>Carnivals and Fairs</u>	<u>\$125</u>
<u>Donations</u>	<u>Varies</u>
<u>Exhibition, Trade Shows, Any Special Event Requiring a Fire Inspection</u>	<u>\$125</u>
<u>Family Day Cares and/or Foster Care Home</u>	<u>\$50 - initial licensure inspections only</u>
<u>False Alarms</u>	<u>\$125 for the 3rd alarm, \$175 for the 4th alarm, \$275 for the 5th+ alarms per year</u>
<u>Fire Extinguisher Training</u>	<u>\$5 per head or \$250 flat fee per training event (50 attendees)</u>
<u>Fire Watch Supplied by the Fire Department</u>	<u>\$125 per hour per staff member required</u>
<u>Fireworks Sales, Displays, and Pyrotechnic Special Effects Materials</u>	<u>\$125</u>
<u>Food Truck Annual Inspection</u>	<u>\$75</u>
<u>Natural Gas Line Hits</u>	<u>\$175 per hour per incident if proper procedures were not followed</u>
<u>Installation and Removal of all Fire Alarm, Monitoring, or Related Systems</u>	<u>\$125</u>
<u>Installation and Removal of all Fire Suppression Systems (Under 25 Heads)</u>	<u>\$125</u>
<u>Fire Suppression Testing Permit</u>	<u>Valuation (refer to Appendix B)</u>
<u>Installation and Removal of Underground or Above Ground Tanks</u>	<u>\$125</u>
<u>Installation of Smoke Removal Systems</u>	<u>\$125</u>
<u>Installation of Spray Booths or Spray Areas</u>	<u>\$125</u>
<u>Storage of Explosives, Black Powder, or Blasting Agents</u>	<u>\$125</u>
<u>Temporary Membrane Structures, Tents, Canopies</u>	<u>\$125 - if no other fee is charged by the City</u>
<u>Training Room Daily Rental Fee</u>	<u>\$100 - four hours or less</u>
<u>Training Room Daily Rental Fee</u>	<u>\$150 - four to eight hours</u>
<u>Use of Explosives</u>	<u>\$125</u>
Business Licensing	Annual Fees Unless Indicated Otherwise
<u>Adult Establishment</u>	<u>\$3,000 + investigative fee</u>
<u>Filling Station & Bulk Plant</u>	<u>\$100 per dispensing location or per bulk plant</u>
<u>Pawnbroker</u>	<u>\$150</u>
<u>Peddler, Solicitor, or Transient Merchant</u>	<u>\$200</u>
<u>Secondhand Automobile</u>	<u>\$50 per lot</u>
<u>Secondhand Goods Dealer</u>	<u>\$500 Class A / \$300 Class B</u>
Liquor/Tobacco	Annual Fees Unless Indicated Otherwise July 1 st – June 30 th

1000 GENERAL PROVISIONS APPENDIX A: FEE SCHEDULE

EXHIBIT A

Brewery, Taproom	\$500 + initial investigative fee (if applicable)
Growler	\$300 (must be State licensed Brewery or Taproom)
Investigative Fee – New Applicants	\$100
Club On-Sale & Sunday Liquor	\$300 / 200 or less members + investigative fee + Sunday (if applicable) \$500 / 201 or more members + investigative fee + Sunday (if applicable)
Distillery – Cocktail Room	\$300 Off Sale Distillery Spirits + investigative fee + Sunday (if applicable) \$500 Cocktail Room + investigative fee + Sunday (if applicable)
Off-Sale Beer	\$25 + investigative fee (if applicable)
Off-Sale Liquor	\$200 + investigative fee (if applicable)
On-Sale Beer/Wine	\$200 Beer License \$200 Wine License + investigative fee + Sunday (if applicable)
On-Sale & Sunday Liquor	\$3,300 Class 1 Bar \$2,700 Class 2 Restaurant \$3,000 Class 3 Bowling Center/Hotel + investigative fee + Sunday (if applicable)
On-Sale Liquor – Sunday	\$150
Temporary On-Sale Beer	\$20 per day
Temporary On-Sale Liquor	\$135 per day
Tobacco	\$75
Transportation	Annual Fees Unless Indicated Otherwise
Garbage Hauler	\$50 per unit & \$25 per scooter
Taxicab	\$40 per unit
Junk Dealers	\$50
Vending Vehicles	\$75
Auto Salvage	\$25
Miscellaneous	Annual Fees Unless Indicated Otherwise
Dog License/Annual	\$20 \$15/spayed or neutered
Replacement of Dog Tag	\$2.50
Impound Fees for Dogs or Cats	\$25 + additional sum equal to the cost to the City for feeding/housing in a kennel
Kennel License	\$35
Assessment Search Fee	\$10
NSF (non-sufficient funds) Check Fee	\$20

1000 GENERAL PROVISIONS APPENDIX B: VALUATION FEE SCHEDULE

COMMERCIAL BUILDING PERMIT (Includes multifamily dwellings)

Total Valuation	Fee
\$1.00 to \$500.00	\$40.00
\$501.00 to \$2,000.00	\$40.00 for first \$500.00 plus \$3.25 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$88.75 for first \$2,000.00 plus \$14.75 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$428.00 for first \$25,000.00 plus \$10.75 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$696.75 for first \$50,000.00 plus \$7.50 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1,071.75 for first \$100,000.00 plus \$6.00 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,471.75 for first \$500,000.00 plus \$5.00 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00
\$1,000,000.00 and up	\$5,971.75 for first \$1,000,000.00 plus \$4.00 for each additional \$1,000.00 or fraction thereof

RESIDENTIAL BUILDING PERMIT

Total Valuation	Fee
\$1.00 to \$500.00	\$30.00
\$501.00 to \$2,000.00	\$30.00 for first \$500.00 plus \$2.00 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$60.00 for first \$2,000.00 plus \$9.50 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$278.50 for first \$25,000.00 plus \$6.50 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$441.00 for first \$50,000.00 plus \$5.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$691.00 for first \$100,000.00 plus \$4.50 for each additional \$1,000.00 or fraction thereof

PLAN REVIEW FEES

1000 GENERAL PROVISIONS APPENDIX B: VALUATION FEE SCHEDULE

Plan Review	Fee
All Building Permits	65% of the building permit fee as calculated in Appendix B
Review Fees for Similar Plans	25% of the building permit fee as calculated in Appendix B

FIRE SUPPRESSION TESTING PERMIT	
<u>Total Valuation</u>	<u>Fee</u>
<u>\$1.00 to \$10,000.00</u>	<u>\$250</u>
<u>\$10,000.00 to \$25,000.00</u>	<u>\$250 for first \$10,000.00 plus \$14.75 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00</u>
<u>\$25,001.00 to \$50,000.00</u>	<u>\$471.25 for first \$25,000.00 plus \$10.75 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00</u>
<u>\$50,001.00 to \$100,000.00</u>	<u>\$740.00 for first \$50,000.00 plus \$7.50 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00</u>
<u>\$100,001.00 to \$500,000.00</u>	<u>\$1,115.00 for first \$100,000.00 plus \$6.00 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00</u>
<u>\$500,001.00 to \$1,000,000.00</u>	<u>\$3,515.00 for first \$500,000.00 plus \$5.00 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00</u>
<u>\$1,000,000.00 and up</u>	<u>\$6,015.00 for first \$1,000,000.00 plus \$4.00 for each additional \$1,000.00 or fraction thereof</u>



City Council Agenda Request

MEETING DATE: October 7, 2024

TITLE OF ITEM: First Reading - Proposed Ordinance 1575 - Burning Restrictions

AGENDA: Main

ACTION REQUESTED: Ordinance

SUBMITTED BY: James Kramvik, Community Development Director, Tim Holmes, Fire Chief

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community Development Director, Tim Holmes, Fire Chief

ESTIMATED TIME (MIN): 5 min

SUMMARY OF ISSUE:

The Fire Department, Police Department, and Community Development Department receive numerous calls each year regarding fires. Common complaints include burning garbage, creating excessive smoke, and creating too large of a fire.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

The current burning regulations are not codified in City Code and can therefore not be easily enforced if a resident does not comply. The language drafted in this ordinance was directly taken from the recreational fire regulations PDF found on the City Website. Community Development staff worked with the Fire Chief and Police Chief to ensure all parties were in agreement of the proposed ordinance.

RECOMMENDED ACTION/MOTION:

Conduct the first reading of Proposed Ordinance 1575 and dispense with the actual reading.

Note: A vote to dispense with the actual reading of the ordinance must be unanimous.

Option: The proposed ordinance does not require a public hearing. However, City Council could motion to set a public hearing on November 4th and conduct the second reading. If there is no public hearing, the second reading will be conducted on October 21st.

FINANCIAL IMPACT: N/A

**ORDINANCE
NO. 1575**

AN ORDINANCE REGULATING BURNING IN THE CITY

THE CITY COUNCIL OF THE CITY OF BRAINERD DOES ORDAIN:

SECTION ONE: Section 2050 of the City Code is hereby added with the following new language underlined.

Section 2050 – Burning Restrictions

Section 2050.01 Subdivision 1. Open burning of lumber, pallets, wooden shingles, scrap wood, brush, tree trimmings, leaves, yard waste, cardboard, paper, garbage and other similar items is not permitted.

Subd. 2 Recreational fires are permitted in the residential area without a fire department permit as long as the following rules are observed:

1. Only natural fire wood cut in short lengths less than 2 feet may be burned.
2. The fire must be contained in a ring or pit not exceeding 3 feet in diameter.
3. Fire rings or pits must be located a minimum of twenty-five (25) feet from structures or combustibles; such as houses, garages, sheds, wood piles and wooden fences. Manufactured freestanding fire pits must be located a minimum of twenty-five (25) feet from any structures or combustibles; such as houses, garages, sheds, wood piles and wood fences.
4. The fire must be constantly attended and supervised by an adult until the fire has been completely extinguished.
5. A connected garden hose or other means to extinguish the fire must be readily available.
6. The use of flammable or combustible liquid accelerants is not permitted.
7. Recreational fires are not permitted on windy days when the smoke may create a nuisance for nearby neighbors.
8. Recreational fires are not permitted on commercial or industrial sites, or sites with construction activities.
9. Police and Fire Department officers are authorized to require that a recreational fire be immediately extinguished and discontinued if it is determined that the fire is not in compliance with the above rules, the smoke is offensive to nearby neighbors or the burning is determined to constitute a hazardous condition.

Subd. 3 Violations of these fire rules are misdemeanor offenses requiring a court appearance and punishable by fines up to \$1,000 and/or 90 days in jail.

SECTION TWO: This ordinance shall take effect and be in full force one week from and after its publication.

Adopted this ____ day of _____ 2024

KELLY BEVANS
President of the Council

Approved this ____ day of _____ 2024

DAVE BADEAUX
Mayor

ATTEST: _____
NICHOLAS W. BROYLES
City Administrator



BRAINERD
MINNESOTA

FIRE/EMERGENCY SERVICES



Recreational Fire Regulations #2008-002

Open burning of lumber, pallets, wooden shingles, scrap wood, brush, tree trimmings, leaves, yard waste, cardboard, paper, garbage and other similar items is not permitted.

Recreational fires are permitted in the residential area without a fire department permit as long as the following rules are observed:

1. Only natural fire wood cut in short lengths less than 2 feet may be burned.
2. The fire must be contained in a ring or pit not exceeding 3 feet in diameter.
3. Fire rings or pits must be located a minimum of twenty-five (25) feet from structures or combustibles; such as houses, garages, sheds, wood piles and wooden fences. Manufactured freestanding fire pits must be located a minimum of twenty-five (25) feet from any structures or combustibles; such as houses, garages, sheds, wood piles and wood fences.
4. The fire must be constantly attended and supervised by an adult until the fire has been completely extinguished.
5. A connected garden hose or other means to extinguish the fire must be readily available.
6. The use of flammable or combustible liquid accelerants is not permitted.
7. Recreational fires are not permitted on windy days when the smoke may create a nuisance for nearby neighbors.
8. Recreational fires are not permitted on commercial or industrial sites, or sites with construction activities.
9. Police and Fire Department officers are authorized to require that a recreational fire be immediately extinguished and discontinued if it is determined that the fire is not in compliance with the above rules, the smoke is offensive to nearby neighbors or the burning is determined to constitute a hazardous condition.

Violations of these fire rules are misdemeanor offenses requiring a court appearance and punishable by fines up to \$1,000 and/or 90 days in jail.

Please contact the Brainerd Fire Station with any questions.



City Council Agenda Request

MEETING DATE: October 7, 2024

TITLE OF ITEM: First Reading and Public Hearing - Proposed Ordinance 1576 - Annexation of 15106 Riverside Drive

AGENDA: Main

ACTION REQUESTED: Ordinance

SUBMITTED BY: James Kramvik, Community Development Director

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community Development Director

ESTIMATED TIME (MIN): 5 min

SUMMARY OF ISSUE:

Bruce Coonfield, 15106 Riverside Drive, has submitted a Petition for Annexation to bring his parcel (PID 99340577) into the City limits. Mr. Coonfield has been connected to City sewer and water and, per Council direction, he must annex into the City limits.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

Per State Statute, public hearings for annexations must have a 30-day notice. Staff publicly noticed the hearing on August 19th to be held during the regular council meeting on October 7, 2024. Per State Statute, notices must be sent to properties contiguous with the parcel, to the township, and County. Crow Wing County serves as the township body for Unorganized – 1st Assessment Township.

RECOMMENDED ACTION/MOTION:

1) Conduct the first reading and dispense with the actual reading of Proposed Ordinance 1576, an ordinance providing for the annexation of 15106 Riverside Drive.

Note: A vote to dispense with the actual reading of the ordinance must be unanimous.

2) Conduct a Public Hearing.

FINANCIAL IMPACT: N/A

**ORDINANCE
NO. 1576**

**AN ORDINANCE PROVIDING FOR THE ANNEXATION OF CERTAIN
PROPERTIES LOCATED IN UNORGANIZED – 1ST ASSESMENT TOWNSHIP, CROW WING
COUNTY, TO THE CITY OF BRAINERD, CROW WING COUNTY MINNESOTA, PURSUANT
TO MINNESOTA STATUTE 414.033**

THE CITY COUNCIL OF THE CITY OF BRAINERD DOES ORDAIN:

SECTION ONE: That Bruce Coonfield, 15106 Riverside Dr, Brainerd, MN 56401, the fee owners of certain property in the County of Crow Wing, State of Minnesota, described as follows:

LOT 1 BLOCK 2, SUBJ TO AN ESMNT FOR CSAH #20. SCENIC ACRES, Crow Wing County, Minnesota.

P.I.N. 99340577

filed a petition with the City Council of the City of Brainerd pursuant to Minnesota Statutes section 414.033, subdivision 2 (3). This property is located within Unorganized – 1st Assessment Township of Crow Wing County. This area contains approximately .58 acres of land.

SECTION TWO: That said realty abuts the City of Brainerd and is less than 120 acres in size.

SECTION THREE: That pursuant to Minnesota Statutes section 414.033, subdivision 13, the petitioner will see no change in their electric utility service at this time.

SECTION FOUR: That pursuant to Minnesota Statutes Section 414.033, Subdivision 2b, the City of Brainerd held the required public hearing and notified the Township along with all landowners within and contiguous to the area being annexed.

SECTION FIVE: Annexation of said realty to the City is in the best interest of the City and the territory affected and accordingly, said realty is hereby annexed to the City and zoned as GL (Garden Living) District so as to become and be part of the City and included within its corporate limits and boundaries thereof.

SECTION SIX: The area to be annexed is not presently served by public water facilities or public wastewater facilities other than Brainerd Public Utilities.

SECTION SEVEN: The property taxes payable on the annexed land shall continue to be paid to the affected town for the year in which the annexation becomes effective. If the annexation becomes effective on or before August 1, of a levy year, the City may levy on the annexed area beginning with that same levy year. If the annexation becomes effective after August 1 of a levy year, the town may continue to levy on the annexed area for that levy year, and the City may not levy on the annexed area until the following levy year. The first year following the year when the City could first levy on the annexed area, property taxes on the annexed land shall be paid to the City.

SECTION EIGHT: The property is not in a floodplain but is shoreland. Existing City land use controls conform to State shoreland requirements.

SECTION NINE: This Ordinance shall take effect upon final approval by the Chief Administrative Law Judge of the Minnesota Office of Administrative Hearings.

Adopted this ____ day of _____, 2024

KELLY BEVANS
President of the Council

Approved this ____ day of _____, 2024

DAVE BADEAUX
Mayor

ATTEST: _____
NICHOLAS W. BROYLES
City Administrator

Published: One Time, _____



Property Owner Petition for Annexation by Ordinance

City of Brainerd

501 Laurel Street • Brainerd, MN 56401 • 218.828.2307 • 218.828.2316 (fax)

www.ci.brainerd.mn.us

IN THE MATTER OF THE PETITION OF CERTAIN PERSONS FOR THE ANNEXATION OF CERTAIN LAND TO THE CITY OF BRAINERD, MINNESOTA PURSUANT TO MINNESOTA STATUTES § 414.033, SUBD. 5

TO: Council of the City of Brainerd, Minnesota
AND
Office of Administrative Hearings
Municipal Boundary Adjustment Unit
P.O. Box 64620
St. Paul, MN 55164-0620

PETITIONER(S) STATE: The property owner or a majority of the property owners in number are required to commence a proceeding under Minnesota Statutes § 414.033, Subd. 5.

Property Information

Property Address: 15106 Riverside Dr PID: 99340577

Legal Description: Lot(s): 001 Block: 002 Addition: Scenic Acres

It is hereby requested by:

☒ the sole property owner; or
☐ all of the property owners; or
☐ a majority of the property owners of the area proposed for annexation to annex certain property described herein lying in the Town of _____ to the City of Brainerd, County of Crow Wing, Minnesota.

INSERT THE COMPLETE AND ACCURATE PROPERTY DESCRIPTION.
DO NOT USE DESCRIPTIONS FROM PROPERTY TAX STATEMENTS.

- There are 1 property owners in the area property owners in the area proposed for annexation. (If a property owner owns more than one parcel in the area proposed for annexation, he/she is only counted once as an owner – the number of parcels owned by a petitioner is not counted.)
- 1 property owners have signed this petition. (If the land is owned by both husband and wife, both must sign the petition to represent all owners.)
- Said property is unincorporated, abuts on the city's N S E W (circle one) boundary(ies), and is not included within any other municipality.
- The area of land proposed for annexation, in acres, is:
_____ Unplatted ☒ Platted _____ Total
- The reason for the requested annexation is:
Connection to sewer + water
- The area proposed for annexation will be zoned: Garden Living
- All of the area proposed for annexation is or is about to become urban or suburban in character.

8. The area proposed for annexation is not included in any area that has already been designated for orderly annexation pursuant to Minnesota Statutes § 414.0325, nor in any other boundary adjustment proceeding pending before the Municipal Boundary Adjustment Unit of the Office of Administrative Hearings.

Owner Information

Name: Bruce Confield
Owner's Address: 15106 Riverside dr
City: Brainerd State: mn Zip: 56401
Phone: _____ Cell Phone: 218 / 839 - 2770
Email: bruce.confield@yahoo.com

PETITIONERS REQUEST: That pursuant to Minnesota Statutes § 414.033, the property described herein be annexed to and included with the City of Brainerd, Minnesota.

Dated: 7/7/2024

Signatures: 

NOTE: Pursuant to Minnesota Statutes § 414.033 and Minnesota Rules 6000.0800, the petition to the Office of Administrative Hearings must be accompanied by a certification showing that a copy of the petition was filed within 10 days after service on the annexing city to the affected township(s), county, and any other abutting municipality(ies).

NOTE: Under Minnesota Statutes § 414.033, Subd. 5, if the petition is not signed by all of the property owners of the land proposed for annexation, the ordinance shall not be enacted until the municipal council has held a hearing on the proposed annexation after at least 30 days mailed notice to all property owners within the area to be annexed.

CERTIFIED MAIL

COONFIELD, BRUCE
15106 RIVERSIDE DR
BRAINERD, MN 56401

August 19, 2024

TO WHOM IT MAY CONCERN:

Pursuant to Minnesota Statutes Annotated Section 414. 033 (Annexation by Ordinance), the City of Brainerd will be holding a Public Hearing on Monday, October 7th, 2024 at 7:30 pm to consider annexation of certain land owned by Bruce Coonfield, 15106 Riverside Drive, Brainerd, MN 56401.

The property of the proposed annexation is located in Unorganized – 1st Assessment Township, Crow Wing County and is legally described as follows:

LOT 1 BLOCK 2, SUBJ TO AN ESMNT FOR CSAH #20.

SCENIC ACRES

P.I.N. 99340577

Section 34, Township 134, Range 28

The enclosed map identifies the location of the property proposed for annexation.

Please feel free to contact the Community Development Department at (218) 828- 2307 if you have any questions regarding this matter.

Sincerely,

A handwritten signature in dark ink, appearing to read "James L. Kramvik". The signature is fluid and cursive, with a large initial "J" and "K".

James L. Kramvik
Community Development Director

Enclosure

CERTIFIED MAIL

NELSON, DUSTIN L & GINA R
15112 RIVERSIDE DR
BRAINERD, MN 56401

August 19, 2024

TO WHOM IT MAY CONCERN:

Pursuant to Minnesota Statutes Annotated Section 414. 033 (Annexation by Ordinance), the City of Brainerd will be holding a Public Hearing on Monday, October 7th, 2024 at 7:30 pm to consider annexation of certain land owned by Bruce Coonfield, 15106 Riverside Drive, Brainerd, MN 56401.

The property of the proposed annexation is located in Unorganized – 1st Assessment Township, Crow Wing County and is legally described as follows:

*LOT 1 BLOCK 2, SUBJ TO AN ESMNT FOR CSAH #20.
SCENIC ACRES
P.I.N. 99340577
Section 34, Township 134, Range 28*

The enclosed map identifies the location of the property proposed for annexation.

Please feel free to contact the Community Development Department at (218) 828- 2307 if you have any questions regarding this matter.

Sincerely,

A handwritten signature in dark ink, appearing to read "James L. Kramvik". The signature is fluid and cursive, with the first name "James" and last name "Kramvik" clearly distinguishable.

James L. Kramvik
Community Development Director

Enclosure

CERTIFIED MAIL

SPRENGER, PATRICK L
15100 RIVERSIDE DR
BRAINERD, MN 56401

August 19, 2024

TO WHOM IT MAY CONCERN:

Pursuant to Minnesota Statutes Annotated Section 414. 033 (Annexation by Ordinance), the City of Brainerd will be holding a Public Hearing on Monday, October 7th, 2024 at 7:30 pm to consider annexation of certain land owned by Bruce Coonfield, 15106 Riverside Drive, Brainerd, MN 56401.

The property of the proposed annexation is located in Unorganized – 1st Assessment Township, Crow Wing County and is legally described as follows:

*LOT 1 BLOCK 2, SUBJ TO AN ESMNT FOR CSAH #20.
SCENIC ACRES
P.I.N. 99340577
Section 34, Township 134, Range 28*

The enclosed map identifies the location of the property proposed for annexation.

Please feel free to contact the Community Development Department at (218) 828- 2307 if you have any questions regarding this matter.

Sincerely,

A handwritten signature in dark ink, appearing to read "James L. Kramvik". The signature is fluid and cursive, with the first name "James" and last name "Kramvik" clearly distinguishable.

James L. Kramvik
Community Development Director

Enclosure

CERTIFIED MAIL

CROW WING COUNTY LAND SERVICES
CHRIS PENCE
322 LAUREL ST
BRAINERD, MN 56401

August 19, 2024

TO WHOM IT MAY CONCERN:

Pursuant to Minnesota Statutes Annotated Section 414. 033 (Annexation by Ordinance), the City of Brainerd will be holding a Public Hearing on Monday, October 7th, 2024 at 7:30 pm to consider annexation of certain land owned by Bruce Coonfield, 15106 Riverside Drive, Brainerd, MN 56401.

The property of the proposed annexation is located in Unorganized – 1st Assessment Township, Crow Wing County and is legally described as follows:

*LOT 1 BLOCK 2, SUBJ TO AN ESMNT FOR CSAH #20.
SCENIC ACRES
P.I.N. 99340577
Section 34, Township 134, Range 28*

The enclosed map identifies the location of the property proposed for annexation.

Please feel free to contact the Community Development Department at (218) 828- 2307 if you have any questions regarding this matter.

Sincerely,

A handwritten signature in dark ink, appearing to read "James L. Kramvik". The signature is fluid and cursive, with the first name "James" and last name "Kramvik" clearly distinguishable.

James L. Kramvik
Community Development Director

Enclosure



These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

PID 99340577

Date: 8/16/2024 Time: 3:07 PM



City Council Agenda Request

MEETING DATE: October 7, 2024

TITLE OF ITEM: Discuss Franchise Fees

AGENDA: Main

ACTION REQUESTED: Discussion Item

SUBMITTED BY: Jessie Dehn, Public Works Director **DEPARTMENT:** Public Works

PRESENTER: Jessie Dehn, Public Works Director **ESTIMATED TIME (MIN):** 10 Minutes

SUMMARY OF ISSUE: At the June 26th City Council Capital Budget Workshop, staff presented a memo describing the possibility of using Franchise Fees as an alternative funding source to construction funding including Construction Fund 401 (Permanent Improvement Levy), bonding, and Special Assessments. At that meeting, Council requested that staff provide additional information at a future meeting. Attached is a powerpoint presentation with information in regard to Franchise Fees.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: In the interest of time at the meeting, staff will present some of the high-level points of the presentation at the meeting and be prepared to answer questions. The full presentation can be viewed using the following link:

[Franchise Fees Presentation](#)

RECOMMENDED ACTION/MOTION: Staff requests direction from the Council on how to proceed regarding Franchise Fees.

FINANCIAL IMPACT: N/A

Franchise Fees Presentation

October 7, 2024

Jessie Dehn, P.E.
City Engineer/Public Works Director



1

Current Sources of Construction Funding

- Construction Fund 401 (Permanent Improvement Levy)
 - Property Tax based
 - Charter limits to max 9% of previous year's levy
 - Typically have set at 6%, roughly \$375,000-\$400,000
- Bonding (issuing debt)
 - Sale of bonds, repaid with interest based on the market rate at time of the sale
- Special Assessments
- Sanitary, Storm, and Water Utility Funds



2

Current Sources of Construction Funding

- Current City Street System = Nearly 84 miles
- Using a strong preventative maintenance program, can potentially extend street life to 50+ years
 - This would require reconstruction of roughly 1.5 miles of street each year
 - Cost is roughly \$2M per year, shared with property owners via Special Assessments
- Above scenario does not consider necessary resurfacing in between reconstruction
 - Roughly 4 miles per year
 - Cost would be roughly \$1.5M per year, shared with property owners



3

Current Sources of Construction Funding

- What isn't considered?
 - State Aid Streets
 - Prevailing wages
 - Higher standards for width and structure
 - Safety Improvement Projects
 - Safe Routes to School, Roundabouts, etc.
 - Trail Projects
 - Participation in State Highway and County Highway projects
 - Emergency or Unexpected Repairs



4

Current Sources of Construction Funding

- Trend in Construction Costs

- MnDOT recently provided some studies on statewide trends but have seen similar relationships on local projects
- Major Street Construction Items

Item	2009 to 2024	2021 to 2024
Grading	+203%	+29%
Gravel Base	+115%	+16%
Bituminous Paving	+53%	+25%
Curb and Gutter	+151%	+30%
Sidewalk	+258%	+42%



5

Current Sources of Construction Funding

- Trend in Construction Costs

- Local Example of Increased Costs
- North Brainerd Reconstruction in 2009 vs. North Brainerd Reconstruction in 2023
 - 2009 – Street Assessment Rate = \$37.81
 - 2023 – Street Assessment Rate = \$76.59
 - Increase of \$38.78 (+103%)



6

Special Assessments

• Current Policy

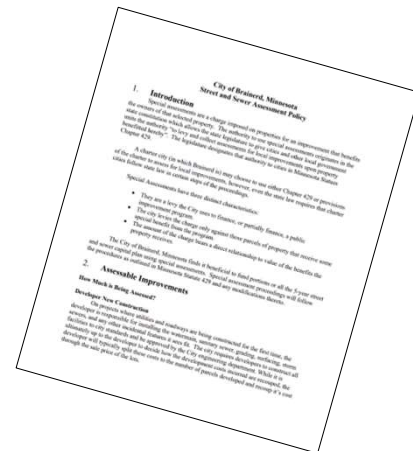
• Street Reconstruction

- ½ of cost by City
- ½ of cost by Property Owners on front footage basis
- Utilities cover cost of replacement of associated utility
- Sidewalks are typically paid by the City

• Street Resurfacing

- ½ of cost by City
- ½ of cost by Property Owners on front footage basis

- Property owners may pay assessments in full interest-free once finalized or assessed to property taxes over a 10-year period with interest based on the bond rate.



7

Special Assessments

• Gaps in the Current Policy

- Does not address properties based on usage of the infrastructure
 - Residential vs. Commercial vs. Industrial
 - Different uses may increase traffic usage, thus wear and tear on the pavement
 - Different uses may justify/require additional structure such as heavy trucking
 - The gap becomes more pronounced in corridors with mixed-use
- State Aid Streets
 - Policy does not address how to handle assessments of State Aid streets
 - Increased costs due to requirements of prevailing wages, width, and structure
- Irregular shaped lots such as cul-de-sacs
- Issues with valuation of vacant lots or significantly large front footage



8

Special Assessments

• Costs of Special Assessments

- Bonding for the cost of the project
 - Interest Fees
 - Using 2024 South Brainerd as the example
 - City Interest Cost = \$366,350
 - Property Owner Assessment Interest Cost = \$235,200 (assuming no prepaids)
 - Does not include any bond interest for utilities
- Two Public Hearings
 - Publish Notice in the Paper - \$260
 - Mailings to each property - \$250 (not including staff time and paper/envelopes)
- Preparation of Feasibility Report and Assessment Rolls
 - Preliminary and Final Assessment Rolls



9

Special Assessments

• Impacts on Residents

- Large cost or significant increase in property taxes
 - For example...
 - Residential home with about \$250k tax value
 - 100 feet of frontage
 - Current taxes is roughly \$2,400 per year or \$200 per month
 - Reconstruction project assessment is about \$6,500 (nearly 3 years of property taxes)
 - Including interest, roughly an additional \$800 per year for 10 years
 - 33% increase over current taxes
 - Resurfacing assessment in 20 years is roughly \$3,000
 - Approx. \$375 per year for 10 years (15% increase over current taxes)
- Difficult to budget for cost of assessments due to peaks



10

Special Assessments

- Other Challenges

- The “Special Benefit Test”

- Special Assessments must not exceed the benefit received by the increased market value of the property due to the improvement.
 - Sometimes is done by hiring a licensed appraiser
 - Brainerd’s assessment policy is advantageous to property owners compared with other cities but with increasing costs to construction, this becomes more challenging.

- Negative Connotation/Controversy from Residents and Property Owners

- Benefits

- Special Assessments are dependable source of revenue for projects
 - Direct benefitting property owners are paying for the project proportional with their benefit received through higher property market value.



11

Franchise Fees

- What are Franchise Fees?

- Most cities in Minnesota have a franchise agreement with a utility company (gas, electric, cable) for the use of publicly-owned right of way for their business purpose.
 - Franchise Fees are charges to those utilities for use of the public right of way.
 - Considered the City’s way of having the utility financially participate in the maintenance and operation of the right of way that they utilize, similar to road users (residents) through the levy.
 - Brainerd current has a franchise fee with cable utilities, generating about \$125,000 per year. About half of which is used for broadcasting meeting costs.



12

Franchise Fees

- How are they applied?
 - Through a mutually-agreed upon Franchise Agreement between the City and utility, the City will adopt an ordinance establishing the Franchise Fee.
 - Utility companies typically pass the franchise fees onto their customers via a line item on their bill, such as “franchise or city fee”.
 - The City is required to adopt an ordinance establishing the fees annually
 - Utility company remits payment directly to the City
 - In return, the utility company is exempt from permit fees for work within the public right of way.



13

Franchise Fees

- A number of cities have moved to Franchise Fees as a replacement for Special Assessments for revenue for construction projects.
- Differences of Franchise Fees when compared with Special Assessments
 - Based solely on utility service (i.e. meter size) which is steady, not peaks of tax increases based on construction project timing
 - Franchise Fees are simpler to administer than complex process to meet statutory requirements of Special Assessments
 - Smaller monthly fees instead of one large assessment, providing a consistent and predictable source of revenue, allowing for better financial planning and stability.
 - This refers to better planning and stability for both City and residents.



14

Franchise Fees

• Other Benefits

- Special assessments can place a significant financial burden on property owners, especially those with lower incomes or fixed incomes. Special assessments might be seen as inequitable, especially if the benefits of the street improvements extend beyond the assessed properties to the broader community such as major thoroughfares and collector streets.
- A wider base than property taxes; property tax exempt, renters, non-profits, schools, and other entities that use the public infrastructure pay franchise fees.
- Funds from Franchise Fees are contributed initially rather than Special Assessments which are borrowed by the City and reimbursed through property tax assessment collections.



15

Potential Franchise Fee Structure

• Current Utility Customer Base

- *Note: Centerpoint has left out user information due to the MN PUC order on Customer Energy Use Data protection and privacy

BPU Electric		Centerpoint Gas	
User Type	Number	User Type	Meters
Residential	6,949	Residential	4,645
Commercial	878	Com A	405
Small General	254	Com B	274
Medium General	127	Com C	200
Large General	43	SVDF A	XXXXX
		SVDF B	XXXXX
		Large	XXXXX



16

Potential Franchise Fee Structure

- Initial Rate Proposal

BPU Electric			Centerpoint Gas		
User Type	Number	Rate/Month	User Type	Meters	Rate/Month
Residential	6,949	\$5	Residential	4,645	\$5
Commercial	878	\$35	Com A	405	\$35
Small General	254	\$35	Com B	274	\$35
Medium General	127	\$50	Com C	200	\$50
Large General	43	\$100	SVDF A	XXXXX	\$75
			SVDF B	XXXXX	\$75
			Large	XXXXX	\$100



17

Potential Franchise Fee Structure

- Example scenario – Compare Franchise Fees vs. Special Assessments
 - Residential Property (50 Years)

Special Assessment	Franchise Fee (Proposed)
Reconstruction Project	\$10 per month
\$65 per linear foot x 100 feet frontage (avg.) = \$6,500*	12 months per year x 50 years = 600 months
Resurfacing Project (Year 20)	
\$40 per linear foot x 100 feet frontage (avg.) = \$4,000*	
Resurfacing Project (Year 40)	
\$40 per linear foot x 100 feet frontage (avg.) = \$4,000*	50-Year Total = \$6,000
50-Year Total = \$14,500*	

*Costs do not reflect interest over 10 years of assessment



18

Potential Franchise Fee Structure

- Example scenario – Compare Franchise Fees vs. Special Assessments
 - Commercial Property (50 Years)

Special Assessment	Franchise Fee (Proposed)
Reconstruction Project	\$35 per month
\$65 per linear foot x 150 feet frontage (avg.) = \$9,750*	12 months per year x 50 years = 600 months
Resurfacing Project (Year 20)	
\$40 per linear foot x 150 feet frontage (avg.) = \$6,000*	
Resurfacing Project (Year 40)	
\$40 per linear foot x 150 feet frontage (avg.) = \$6,000*	50-Year Total = \$21,000
50-Year Total = \$21,750*	

*Costs do not reflect interest over 10 years of assessment



19

Potential Franchise Fee Structure

- Initial Rate Proposal
 - Goal = Replace Construction Fund and Special Assessments in 10-Year Capital Improvement Plan (average of \$2M annually)
 - Assumptions made on Centerpoint gas user information that is redacted
 - Proposed Franchise Fee Structure Revenue
 - Approx. \$2 Million annually
 - Eventual Result of Franchise Fee Proposal
 - Elimination of Special Assessments as funding source
 - No longer bonding for construction projects
 - Elimination of Permanent Improvement Levy
 - Would still require State Aid funds for State Aid street projects and Utility Funds for utilities



20

Potential Franchise Fee Structure

- Phase In and Phase Out options
 - Several approaches to changing to the Franchise Fee model from Construction Fund/Bonding/Special Assessments
 - Immediate Change Approach vs. Phased Approach
 - Could take at least one year to build up fund
 - Bonding could expedite process
 - How to handle past assessments?
 - No payback
 - Pro-rated payback
 - *Coupons/rebates for Franchise Fees*
 - Could use Fund 401 to phase out plan while Franchise Fees address future construction



21

Potential Franchise Fee Structure

- Changes to Special Assessment Policy
 - With Franchise Fee model, may not eliminate need to use Special Assessments
 - Still have Downtown Special Services District
 - Petitioned improvements
 - Alleys



22

Next Steps



- **Public Engagement**
 - Staff proposes collecting input and comments from residents and property owners through various mediums
 - Informational meeting (in-person)
 - Online surveys
- **Preparation of Policy/Ordinance**
 - If Council wishes to proceed further, staff would propose to craft a policy *based on the framework as directed.*



23

Questions??

THANK YOU!!!



24



City Council Agenda Request

MEETING DATE: October 7, 2024

TITLE OF ITEM: Presentations to the City Council

AGENDA: Main

ACTION REQUESTED: Discussion Item

SUBMITTED BY: Nick Broyles, City Administrator

DEPARTMENT: Administration

PRESENTER: Nick Broyles, City Administrator

ESTIMATED TIME (MIN): 5 minutes

SUMMARY OF ISSUE: Staff seeks council direction on potentially establishing a protocol for groups who wish to present before the City Council. This may include criteria for the presentation, benefit to the city at large, and approval/disapproval of the presentation.

Staff did reach out to CWC, Baxter, and Nisswa to inquire about their processes. None used a form but their responses were:

CWC: Requires presentations to be purposeful to the organization.

Nisswa: Schedules presentations if requesting funding or action during the meeting or allows for time during public forum.

Baxter: They do not have many presentations, but most of the organizations that do make presentations are scheduled during the meeting and the City has worked on projects with them.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Attached is a proposed form for a suggested protocol. If council approves this form, do you want presentations to be administratively approved, or do you want the form brought to council for approval, or should we have no form at all?

RECOMMENDED ACTION/MOTION: Discussion on the proposed form and how to determine if a presentation should be made to Council.

FINANCIAL IMPACT:



Request to Present to the City Council

Date Making the Request _____

Council Date Requested for Presentation _____

Name of Organization _____

Is the Organization seeking funding from the City ☐ Yes ☐ No

What knowledge would you like Council to gain from your presentation